

URGENT



HIMACHAL PRADESH  
PUBLIC WORKS DEPARTMENT

0177-2621401  
e-mail :- pwd-hp@nic.in

No. PW-CTR-29-2748/RFP documents/2018

34855-954  
Dated:- 15/3/2018

To

The Superintending Engineer,  
4<sup>th</sup> Circle HPPWD, Shimla-2.

Subject:- RFP Documents :- Collection of Bridge Inventory and condition Data through app., its relating and providing rehabilitation measures with bill of Quantity.

it is decided at the Govt., level that inventory of the Bridges in state & their condition data with the required rehabilitation measure is required to be collected through consultancy services for which draft bid documents has been approved by the Govt., vide letter PWD-( C)/F-11/23017- dated 08/03/2018 and copy of which is enclosed herewith.

Therefore, you are, hereby authorized to call the tenders as per approved bid documents after collecting details of bridges from all the Zonal Chief Engineers immediately.

Encl. As Above.

Engineer-in-Chief,  
HP PWD, Shimla-2.

Copy of above is forwarded to :-

1. The Additional Chief Secretary (PW) to the GOvt., Of H.P. w.r.t his letter referred to above for information.
2. All the Chief Engineers except Chief Engineer National Highway for information and necessary action. They are requested to provide the detail of all the bridges in their zone immediately to the Superintending Engineer 4<sup>th</sup> Circle Shimla to enable him to all the tenders accordingly.
3. All the Superintending Engineer in HPPWD, for information. They are also directed to provide the detail as above to their zonal office immediately.(through e-mail)
4. All the Executive Engineers in HPPWD, (Through e-mail) for information and similar necessary action.
5. The Executive Engineer (IT) along with copy of above letter with approved RFP bid documents uploading the same on the departmental website.

Encl As above.

Engineer-in-Chief,  
HP PWD, Shimla-2.

F.R.  
NOC/IT  
15/3/18  
Sh. Suresh

No. PWD-(C)F 5-11/2017  
Government of Himachal Pradesh  
Public Works Department

From

The Addl. Chief Secretary (PW) to the,  
Government of Himachal Pradesh.

To

The Engineer-in-Chief,  
HP PWD, Nirman Bhawan,  
H.P. Shimla-171002.

Dated Shimla-171002, 8<sup>th</sup> March, 2018.

Subject:- RFP document: Collection of Bridge Inventory and Condition Data through app. its rating and providing rehabilitation measures with bill of quantity.

Sir,

I am directed to refer to your letter No. PW-CTR-32-RFP

Bridge Inventory/2018-29910, dated 3-2-2018 on the subject cited above and

to convey the approval of the Government to issue Notice inviting tender as

per the RFP document pertaining to 'Collection of Bridge Inventory and

Condition Data through app., its rating and providing rehabilitation measures

with bill of quantity submitted by you. The documents as received with your

proposal are also returned herewith in original.

Yours faithfully,

*(Signature)*  
(D.C. Negi)

Special Secretary (PW) to the  
Government of Himachal Pradesh.

*Handwritten notes:*  
CICE  
CGM  
9/3/2018

*Handwritten notes:*  
6402  
9/3/18  
M. Ugr  
CE (S2)  
Pl. call  
the tender  
9/3

*Handwritten notes:*  
886141  
Discussed with  
CE (S2) & it has  
been directed that  
SE 4th will  
call Tenders.  
Put up the draft for  
SE 4th Shimla  
9/3/18

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SECTION 2**2. INSTRUCTION TO BIDDERS****2.1 INTRODUCTION**

- 2.1.1 The Himachal Pradesh Public Works Department (HPPWD) is responsible for the development, maintenance and management of SHs/MDRs/Other roads and for the matters connected or incidental thereto. In case of National Highways, some roads are maintained through NH wing of HPPWD under MoRTH.
- 2.1.2 HPPWD officiates from Nirman Bhawan located at Nigam Vihar, Shimla-171002.
- 2.1.3 Bids are invited by HPPWD from established and reliable agencies / institutions for Collection and analysis of bridge condition and bridge inventory data of Bridges on state roads. The consultants who are not empanelled in *category II and III of MoRTH* need not apply.

**2.2 DEFINITIONS**

- a) "HPPWD" means Himachal Pradesh Public Works Department
- b) "The Employer" means the \_\_\_\_\_ Himachal Pradesh Public Works Department, stationed at Nirman Bhawan, Nigam Vihar, Shimla.
- c) "The Consultant" means agency appointed by HPPWD with a stipulated mandate or Firm, or Institution undertaking the assignment.
- d) "The Bidder" means a firm or JV or Consortium which participates in the tender and submits its proposal.
- e) "The Products/equipment/ system" means all the equipments such as Mobile Bridge Inspection Unit or any other type of equipment which is required to collect bridge inventory & bridge condition data.
- f) "Successful Bidder" means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as "Consultant" appearing anywhere in the document.
- g) "The Letter of Acceptance" means the issue of a signed letter by the employer of its intention to accept the offer of successful bidder and awarding the work mentioning the total Contract Value.
- h) "The Contract" means the agreement entered into between the Employer and the Consultant, as recorded in the Contract documents and all documents incorporated by references therein.
- i) "The Contract Price" means the price payable to the Successful Bidder under the Letter of Acceptance for the full and proper performance of its

Contractual obligations. The Contract Price shall be deemed as "Contract Value" appearing anywhere in the document.

- j) "Services" means collecting data related to inventory and condition of bridges and as specified in the scope.
- k) "NIT" is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- l) "Mobile Bridge Inspection Unit (MBIU)" is state of the art vehicle, which allow unrestricted access to all under bridge related tasks; inspections, painting, repairs, general maintenance, installation & maintenance of under bridge pipe & cables, stripping operations, replacement & maintenance of bearings, etc. MBIU is designed for completing all types of Bridge Inspection and Maintenance work.

### 2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document. The Bid Document include:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Financial & legal) Conditions of Contract
Section 4	Special Conditions of Contract
Section 5	Scope of the work
Section 6	Formats for Submission of Proposals
Section 7	Formats for submission of bank guarantees.
Section 8	Draft Contract Agreement

2.3.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive technically or financially in accordance with the Bid Document.

### 2.4 PRE-BID MEETING

Pre bid meeting is scheduled on \_\_\_\_\_ at \_\_\_\_\_ (time: \_\_\_\_\_). Clarifications sought during the meeting will be issued at the same time and if any issue could not be resolved on the same day, clarifications of the same can be collected from office of the \_\_\_\_\_ Engineer, HPPWD \_\_\_\_\_, 5 days prior to bid submission. No separate information will be passed on to any individual Bidder in this regard. The same will be loaded on department website also.

## 2.5 AMENDMENT OF BID DOCUMENTS

At any time, 5 days prior to bid submission, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

## 2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Employer will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

## 2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.7.1 The proposal should be submitted along with EMD (for the amount given in section 1 of this document) in the form of a Bank Guarantee and the format specified in section 7 of this document valid for 45 days beyond the validity of the bid. The Bid submitted without EMD will be summarily rejected. Application fees of Rs. \_\_\_\_\_ should also be accompanied with the furnished offer, in case, the Bid documents has been downloaded from the Department's website [www.hppwd.gov.in](http://www.hppwd.gov.in)

2.7.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee for the amount equivalent to 10% of the contract price on the prescribed format specified in section 7, within 15 days from the receipt of the Letter of Acceptance.

2.7.3 The EMD will be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity. Or
- (b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
- (c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
- (d) If the Successful Bidder fails to furnish the Performance with in the stipulated time.

2.7.4 The technically unqualified bidders would be informed regarding their non-qualification, and thereafter EMD, price bid (Financial proposal) would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful bidder.

2.8 BID PRICES

2.8.1 Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Sales Tax, Octroi, Entry Tax, Custom/ Excise Duty Packing, Forwarding, Freight, Insurance etc. except service tax. Client shall reimburse only service tax.

2.8.2 The prevailing levies and taxes as applicable as per law shall be quoted separately. The client's evaluation of the Consultant's financial proposal shall exclude taxes, duties & service tax.

2.8.3 If any or all of the information asked in the Section-6 are not available in the Financial Proposal, the bid is liable for rejection.

2.9 DISCOUNTS

The Bidders are informed that discount, if any, should be indicated separately at part-I and part-II of section 6.

2.10 BID VALIDITY

The bids shall remain valid for a period up to and including the date 120 (one hundred and twenty) days from the last date of submission of bids.

2.11 SUBMISSION OF PROPOSALS

All the proposals will have to be submitted through e-portal and in **HARDBOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document ) form with all pages sequentially numbered either at the top or at the bottom right hand corner of each page eg. by writing page 1 of 10 on page 1, if total pages are 10. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

The Bidders are required to fill up and submit the Section 6 documents with their proposals. Clause-by-clause compliance should be provided against the technical specifications of the equipment mentioned in Section 6.

The proposals shall be submitted in two parts, viz.,  
**Envelope-1:** Containing application fee of Rs. \_\_\_\_\_ if a Bid document has been downloaded from the Department's website and an EMD as prescribed in the tender document in section 2.7.1. The envelope should be superscribed as "Envelope 1 -EMD / for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh under ..... Office, HPPWD Office" at the top left corner.

**Envelope-2:** Pre-qualification Proposal and Technical Proposal superscribed as "Envelope 2 -Pre-qualification and Technical Proposal

for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh **under..... Office**" (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-6, Other required Prequalification documents, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

Financial Proposal through e-bid containing only the Section-6 –Price Schedule superscribed as **"Financial Proposal** for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh **under ..... Office"**.

Note: Financial Bid should only be submitted through e-portal only.

All the sealed envelopes should again be placed in a sealed cover super scribed as **"Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh" Bid from: M/s \_\_\_\_\_)" "NOT TO BEOPENED BEFORE \_\_\_\_\_** which should be received in the office of \_\_\_\_\_ Engineer, HPPWD up to.....[Insert last date of physical submission of Technical Bid] at 15:00 Hrs.

Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single firm / agency / institution making the offer, Lead partner of the consortium of firm / agency / institution making the offer, a Director, Manager or Secretary in case of the authority conferred by Memorandum of Association. The power of attorney should be executed separately by each member of JV/ consortium authorizing the individual to sign the bid document on behalf of JV/ consortium.

2.11.1 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the bid and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

2.11.2 The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business



and power of attorney along with the proposal. In case of a company, Memorandum of Association and Article of Association, Name of directors and shareholders may also be furnished.

2.11.3 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

**2.12 LATE BIDS**

Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer in the tender as per Section-2.11 may be rejected and returned unopened to the Bidder.

**2.13 MODIFICATION AND WITHDRAWAL OF BIDS**

2.13.1 The Bidder is allowed to modify or withdraw its submitted bid at any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Employer.

2.13.2 Subsequent to the last date for receipt of bids, no modification/withdrawal of bids shall be allowed.

2.13.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

**2.14 LOCAL CONDITIONS**

2.14.1.1 Each Bidder is expected to visit and examine the sites / its surroundings for getting fully acquainted with the local conditions & factors and to obtain all information, which would have any effect on the execution / performance of the contract and / or the cost for preparing the bid, at their own interest and cost. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14.1.2 The Bidder and any of their employees/agents/sub consultants will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees/agents/sub consultants will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

2.14.1.3 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Employer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Employer on account of failure of the Bidder to know the local laws / conditions.

2.14.1.4 The site related information furnished by EMPLOYER in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by EMPLOYER shall not be entertained at any stage

**2.15 CONTACTING THE EMPLOYER**

Any effort by a Bidder influencing the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**2.16 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA**

2.16.1 A consultant is allowed to submit only one bid for a package. Alternative proposals i.e. one as sole or in JV with other consultant and another in JV with any other consultant for the same package will be summarily rejected. In such cases, all the involved proposals shall be rejected.

2.16.1.1 A consultant can bid for more than one package by submitting separate application document along with application fee and EMB for each package. A consultant can bid for more than one package with same/common/different team for each package. If the consultant has applied for more than one packages with same/common team, only one package will be award to the consultant with that team based on the sequence of opening indicated in the RFP document. For avoidance of doubt, it is to make clear that, after one package is awarded, the subsequent packages with same/common team will not be opened. Upto two number of packages will be awarded to consultant with different team for each package. However, if the CV of same Key Personnel is submitted by more than one consultant, zero marks shall be given for such CV. The financial proposal for different packages will be opened on e-tendering mode in the ascending order of package Number indicated in section 1 of RFP document. The packages will be awarded to the consultant on the basis of sequence of opening and award principle will be as under:

- i. One consultant individually or as JV will get maximum of two Packages
- ii. Once a consultant individually or as JV gets two packages based on the sequence of opening , their financial bids for remaining packages will not be opened.

If a bidder comes successful bidder, all the team key personals will called for interview. The LOA will be issued only after getting satisfied with the key personals.

2.16.1.2 If the consultant submits bids as sole applicant in one package and in JV with other consultant with same team of key personnel/common key personnel in another package, both bids shall be summarily rejected.

2.16.1.3 Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

(i) The bidder should have average annual turnover over above Indian Rs. \_\_\_\_\_ in the last three financial years (for currencies other than Indian Rupees, the applicable conversion [selling] rate of Reserve Bank of India on the last date of bid submission shall apply). Documentary proof in the form of a Certificate from the statutory auditor/charted accountant of the Bidder's company strictly as per the format specified in Section 6 duly signed and stamped by the statutory auditor/charted accountant needs to be submitted as proof for the above. Any declaration or letter from the Bidder in any other format will not be accepted.

(ii) The bidder solely or as lead partner of JV must have successfully collected bridge data related to condition survey and/or inventorization of bridges separately or as part of preparation of feasibility / detailed project reports for at least 2 projects during the last 5 years. The bidder shall furnish contact particulars of the relevant Officers of these agencies to enable EMPLOYER to verify the claim of the bidder. The bidder should also furnish the following;

(a) Forms strictly as per format provided in Section-6.

(b) Successful completion certificate mentioning start and end date of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory.

(c) Copies of work orders / contracts from the client stating the project title, project value and the brief scope of work of the project.

(iii) The consultant must be empanelled in the category II or III of Ministry's (MoRTH) list.

2.16.2 Each bidder should further demonstrate availability of key personnel with adequate experience as required; as per clause 2.17.5.

2.16.3 **Bids submitted by a Joint Venture or Consortium shall meet the following:**

2.16.3.1 The Registered JV Agreement should legally bind on all partners/members.

2.16.3.2 Consortium or Joint venture allowed (maximum 2 partners). One of the members/partners shall be nominated by the JV/Consortium as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of each member/partner.

2.16.3.3 The partner in-charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the Joint Venture/ Consortium during the entire execution of the Contract.

2.16.3.4 All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the Contract terms, and a statement to this effect shall be included in the Agreement (in case of successful bidder).

2.16.3.5 The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the currency of the contract. This shall not be varied/ modified subsequently without prior approval of the Employer.

2.16.3.6 Copy of the agreement entered into by the partners shall be submitted with the Bid.

2.16.3.7 In case of a joint venture the minor partner must have executed at least one project in the relevant field. Manufacturer or authorized supplier of MBIU or similar bridge inspection unit can also be a minor partner. In that case atleast the lead partner must have executed two projects in the relevant field.

2.16.3.8 For calculation of annual average turnover, annual turnover of each partner in proportion to their JV participation will be evaluated. However, each partner should have minimum average turnover of Rs. \_\_\_\_\_ in the last three financial years.

**2.17 EVALUATION**

2.17.1 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

**2.17.2 Evaluation procedure**

**Stage-1(a): Responsiveness w.r.t. Application Fee & EMD:**

First, the envelope containing Application fee (in case of Bid Document downloaded from HPPWD's web site) and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner as mentioned in para 2.7.1, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Stage-1(b): Technical Proposal Evaluation:**

The Bidder shall have to fulfill all the Pre-qualification Criteria as specified in para 2.16.1.3, in totality and submit all the required documents that relate to

the Pre-qualification Criteria terms and conditions. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Pre-qualification and Technical Proposal by HPPWD shall not be questioned by any of the Bidders. The Employer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. Finally bidders would be evaluated for technical competence using the marking system as in 2.17.3 and only those bidders who score  $\geq 75\%$  marks shall qualify for Financial bid opening. Decision of Authorities in the technical evaluation shall be taken as FINAL and no questions shall be entertained in this regard.

**Stage-2: Financial Proposal Evaluation:**

The financial Bids submitted on e-portal will be open for short list-qualified firms, which can be seen on the computers of the firms. The Price Bids of only the qualifying firms who are short-listed in Stage-I will be evaluated. The date of opening shall be intimated to the qualified bidders at the appropriate time. The unqualified bidders would be informed regarding their non-qualification along with the reason electronically and thereafter their price bid (Financial proposal) will not be opened. The financial proposal shall be excluding service tax which will be payable after the consultant submits the proof of deposit of service tax. The Financial Proposal Evaluation will be based on the total payouts including all other taxes, duties and levies for Collection of bridge condition and bridge inventory data under each Regional Office of the Department for a period of consultancy service as per financial proposal. The financial evaluation is as under:

(i) The bids for different packages will be opened on e-tendering mode in ascending order of package number, as indicated in Section 1 of the RFP document. as per the sequence of packages indicated in Section 1 of RFP document.

(ii) The Evaluation Committee will determine whether the submitted Financial Proposal is complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.

(iii) The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

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

(iv) Proposals will finally be ranked according to their combined technical (S<sub>T</sub>) and financial (S<sub>F</sub>) scores as follows:

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

Where S is the combined score, and T<sub>w</sub> and F<sub>w</sub> are weights assigned to Technical Proposal and Financial Proposal, that shall be \_\_\_ and \_\_\_ respectively.

(v) The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws, or fails to comply the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

(vi) If any consultant is H-1 bidder in more than two packages, based on sequence of opening, upto two number of packages will be awarded to the consultant in the order of sequence of the financial proposal and remaining financial proposals of the consultant, if any will not be opened.

(vii) In case H1 applicant withdraws or fails to comply the requirements specified in this document, H2 may be called for negotiation and in case he matches the rates with H1 or at his rates, whichever is lower, the work will be awarded to H2 bidder.

2.17.3 Evaluation of technical bid shall be done based on the following:

Sl. No	Evaluation Criteria	Max. Marks
1	Past experience of firm or Institution in collection of bridge data related to condition survey and/or inventorization separately or as part of preparation of feasibility / detailed project reports.	25
2	Past experience of firm in collecting bridge related data with Mobile Bridge Inspection unit/similar equipment.	5
3	Key Personnel	55
4	Methodology & Work Plan	10
5	Structure and Organization	5
	TOTAL	100

Only bids securing ≥ 75% marks shall qualify for further consideration.  
Bidders shall fill up all formats as given in Section-6

2.17.4 The marking criteria will be based on the following:

1. Past experience of consultant in collecting bridge data related to condition survey and/or inventorization separately or as part of preparation of feasibility / detailed project reports as per clause 2.17.3(1) in following preference in last 5 years. Maximum marks in 2.17.4.(1) will be limited to 25.

a) On bridges with overall length greater than 60m with at least one span length greater than 40m	- 5 marks/assignment, max of 25 marks
b) On bridges with overall length greater than 60m with any span length (other than bridges mentioned under sub item (a) above)	- 4 marks/assignment, max of 20 marks
c) On any other bridge (other than bridges mentioned under sub item (a) and (b) above)	- 3 mark/ assignment, max of 15 marks

2. Past experience of Consultant in collecting bridge related data with Mobile Bridge Inspection Unit/similar equipment in last 5 years Subjected to satisfactory certificate from client as per clause 2.17.3(2).

Past experience of firm in collecting bridge condition/inventory data using Mobile Bridge Inspection Unit/similar equipment.	1 mark/ assignment, max of 5 marks.
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3. Key Personnel will be evaluated as per clause 2.17.5

4. Methodology & Work Plan- Maximum 10 marks: The marks will be provided on the basis of quality of approach and the methodology, work program and manning schedule proposed.

5. Structure and Organization- Maximum 5 marks:-

Sl. No.	Formation of company	Marks
1	5 years before date of NIT	5
2	3 to 5 year before date of NIT	2

The bidders are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

## 2.17.5 List of key personnel to be deployed on contract work

S.N.	Personnel	Essential Qualification	Number
1	Bridge Engineer-Team Leader	The candidate should possess a minimum Master degree in structures from IIT/NIT/any other deemed university from UGC and any international university of repute and should have minimum following experience: <ul style="list-style-type: none"> <li>• 5 year experience in design of bridges.</li> <li>• 5 year experience in execution of bridges as bridge engineer in NHAI/World Bank/ADB/ any externally aided project executed in India/ abroad.</li> <li>• Should not have age more than 40 years.</li> </ul>	1
2	Assistant Bridge Engineer-1	The candidate should possess a minimum Master degree in structures from IIT/NIT/any other deemed university (from UGC)and should have minimum following experience: <ul style="list-style-type: none"> <li>• 5 year experience in execution of bridges as bridge engineer in NHAI/World Bank/ADB/ any externally aided project executed in India/ abroad.</li> <li>• Should not have age more than 35 years.</li> </ul>	2
4	IT person	The candidate should have minimum experience of at-least 5 years in designing android based apps for collection of data, designing small data-base to link the app with the database for monitoring purpose. The age of the person should not be more than 35 years. He should possess experience in training people in at least any two projects.	1
5	Professor of Structures from Deemed University	The person should be serving as professor of Structure Engineering in the IIT/NIT.	1



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

S.No.	Staff Position	Marks
1	Bridge Engineer-Team Leader	20
2	Assistant Bridge Engineer-1	10
3	Assistant Bridge Engineer-2	10
4	IT person	10
5	Professor of Structures from Deemed University	5
	<b>Total</b>	<b>55</b>

2.17.5.2 Sub criteria for qualification of key Personnel (i.e. Professional staff)

S. No	Qualification	Marks (%)
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with the firm	5
	<b>Total</b>	<b>100</b>

2.17.5.2.1 Sub Criteria for General Qualification:-

S. No	Qualification	Marks(%)
1	Educational Qualification	20%
3	Training, publication etc.	5%
	<b>Total</b>	<b>25%</b>

2.17.5.2.1.1 Sub Criteria for Educational Qualification:-

S. No	Staff Position	Qualification	Marks
	Bridge Engineer-Team leader	Min. MTech/ME – Structures from IIT/NIT/ any international university of repute	20%
	Assistant Bridge Engineer-1	Min. MTech/ME – Structures from IIT/NIT/ any international university of repute	20%
	Assistant Bridge	Min. MTech/ME – Structures from IIT/NIT/ any	20%

	Engineer-2	international university of repute	
	IT person	Min. B.Tech/BE /BCA/in computer science / B.Tech/BE(IT) from any recognized university of India	15%
		Masters degree in computer applications/ computer science from any recognized university of India.	+5%
	Professor of structures	Phd in structures and serving as professor in any recognized institute of repute.	20%

**2.17.5.2.1.2 Sub Criteria for Training, publication etc.- Maximum 5% Marks.:-**

Key professional who has undergone at least **two** trainings in the relevant field or whose at least **two** technical articles have been published will be given 5% marks.

**2.17.5.2.2 Sub Criteria for Adequacy for the project- Maximum 70 marks:-**

S. No	Staff Position	Experience	Marks
1	Bridge Engineer-Team leader	i) Less than 5 years experience in <b>bridge design</b>	0%
		ii) More than 5 years and less than 10 years in <b>bridge design</b>	35%
		i) Less than 5 years experience in <b>execution</b> of bridges at site as bridge engineer	0%
		ii) More than 5 years experience in <b>execution</b> of bridges at site as bridge engineer	35%
2	Assistant Bridge Engineer-1	i) Less than 5 years experience in <b>execution</b> of bridges at site.	0%
		ii) More than 5 years experience in <b>execution</b> of bridges at site in NHAI/externally funded project in India/ abroad.	70%
3	Assistant Bridge Engineer-2	i) Less than 5 years experience in <b>execution</b> of bridges at site.	0%
		ii) More than 5 years experience in <b>execution</b> of bridges at site in NHAI/externally funded project in India/ abroad.	70%
4	IT person	i) Less than 5 years experience in designing android based apps & data base including connecting database with app. for collection of data.	0%
		ii) More than 5 years experience in designing android based apps & data base including connecting database with app. for collection of data.	50%
		iii) Having done training assignment of staff in atleast any two projects	20%
5	Professor of structures	Phd in structures and serving as professor in any recognized institute of repute (IIT/NIT) and having done atleast two consultancy projects on rehabilitation	70%

		of bridges.	
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Note: Any upper age relaxation in case of candidates will not be allowed and the CV will not be evaluated.

**2.17.5.2.3 Sub Criteria for Employment with the firm—maximum 5 marks:-**

S. No	Criteria	Marks
1	Employed for more than 3 years	5
2	Employed for 1 to 3 years	3
3	Employed for less than one year	1

**2.18 NOTICES**

Any notice to be served under this contract shall be deemed to be validly served if sent by registered post, speed post or fax to the Consultant's registered office herein before mentioned or in respect of the Employer, to the \_\_\_\_\_ Engineer, Himachal Pradesh Public Works Department as the case may be. Any notice so posted shall be prima-facie proof of serving at the expiration of the time within which in the normal course of posting, it would have reached the address to which it was sent.

**2.19 MISCELLANEOUS**

- a. The contract or any interest there under shall not be assignable to any third party by the consultant unless such assignment is mutually agreed to in writing by both the Employer and the consultant.
- b. No modification to the Contract document shall be binding unless it is in writing and signed by both the parties to the Contract.
- c. The terms and conditions in the Bidding document and the bids submitted and accepted constitute the entire Contract Agreement between the parties. Signed contract agreement shall supersede previous communications, representations or agreements either oral or written between the parties with respect to the subject matter of the Contract Agreement and no agreement or understanding varying or extending the Contract Agreement shall be binding on either the Employer or the Consultant. Contract shall have to be executed in writing and signed by duly authorized officers or representatives of both the parties.
- d. All the provisions of the contract agreement shall be harmoniously construed. In case of variation between certain points in the Tender document and the attached specifications / requirements for the

- / 0 0 1
- Inspection and acceptance of the system, the provision contained in Contract Agreement shall have an overriding effect.
- e. The contract shall be concluded in good faith and shall be kept confidential by both the contracting parties.
  - f. The headings of Clauses are for the purposes of reference only and shall have no effect on the meaning or substances of any clause of the contract.
  - g. Any further modifications/improvements in the system desired by the Employer shall be carried out by the consultant on mutually agreed terms.
  - h. The contract shall be governed, interpreted and executed according to the Indian Law.
  - i. The complete tender document comprising page no- 1 to page no- \_\_\_\_\_ forms the "Accepted Tender" (AT). The authorized signatory of the consultant i.e. the firm is supposed to initial every page of the AT with complete signatures at places where the representatives of the Employer has signed to acknowledge the acceptance of AT within one week failing which it will be deemed as accepted by the consultant. The number of this AT would be quoted in all future correspondence.

## 2.20 COMING INTO FORCE

After submission of performance Guarantee, the contract will be signed the contract shall come into force with effect from the date of its signing contract agreement by both the contracting parties. The contract agreement will be operated by the Authorized Representative of \_\_\_\_\_, Himachal Pradesh Public Works Department.

## 2.21

After signing of contract the Employer will be issuing letter to proceed to the consultant. The consultant shall start the work within 28 days from letter to proceed, failing which a penalty \_\_\_\_\_ @ \_\_\_\_\_ per month will be imposed on the consultant.

## 2.22

### FORCE MAJEURE

- a. If either party is temporarily unable by reason of force majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in above mentioned section or delays arising from such event.

- c. The term 'force majeure' as employed herein shall mean acts of God, strikes, lock outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

**2.23 ADDRESS AND COMMUNICATION**

- a. All communications to the Employer are to be addressed to the \_\_\_\_\_ Engineer, *[Insert location name]*, Himachal Pradesh Public Works Department.
- b. All communications to the consultant are to be addressed to  
(to be filled by the consultant at the time of bidding)

**SECTION 3****3.0 GENERAL (FINANCIAL AND LEGAL) CONDITIONS OF THE CONTRACT****3.1 GENERAL**

3.1.1 The Consultant will procure/hire all necessary equipment/machine including Mobile Bridge Inspection Unit (MBIU) required for collection of bridge condition and bridge inventory data for a period of consultancy service.

3.1.2 The time period of the services after the Effective Date as per clause 2.20 to ITB shall be **eight months** or as mutually agreed between the parties.

3.1.3 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 has been agreed between the parties.

**3.2 PAYMENT TERMS**

3.2.1. Payments will be made in **Indian Rupees only**

3.2.2 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

**3.2.3 ADVANCE PAYMENT**

3.2.3.1 The Employer will make the advance payment to the Consultant against provision by the Consultant of an Unconditional Bank Guarantee from a commercial bank acceptable to the Employer in amounts equal to 110% of the advance payment, up to 10% of Contract Value. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Consultant.

3.2.3.2 The Consultant is to use the advance payment only to pay for procurement/hiring of Equipment/ Mobilization expenses required specifically for the Work. The Consultant shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents.

3.2.3.3 deleted.

3.2.3.4 The mobilization advance with interest will be recovered in two installments from second & third running bill. In any case, the mobilization advance with interest must be recovered within a year from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work.

### 3.2.4 PAYMENT SCHEDULE

Payments will be made within 30 days of successful submission of desired documents to the \_\_\_\_\_ Engineer, HPPWD in the Office at ..... as per following payment schedule and deliverables:

SN	Task/Report	Copies	Time allowed from start of assignment (days)	Approval time after submission (days)	%age of lump sum amount to be released.
1	Draft Inception Report	5 hard & soft copies.	25	15	10
2	Presentation by consultant on final inception report with time lines.	5 soft copies	50	5	5
3	Design of app and database with user friendly front end submission	Manual of operation-5 soft copies and hard copies	85	10	5
4	Live demonstration of software and app. successfully.		100	10	5
5	Handing over successfully the software and training the JE (IT).	Training manual- 2 number soft and hard copies	120	5	5
6	Collection of bridge inventory & condition survey data	5 hard & soft copies	170	15	45
7	Final submission of the reports with rating of bridges	5 hard & soft copies	195	10	25

3.2.5 The part payment can be allowed, if the consultant submits report for some Bridges, on pro-rata basis.

3.2.6 If the Client had delayed payments beyond thirty (30) days after the due date stated above, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate of 8% in local currency.

### 3.3 PRICES

3.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to any adjustment.

3.3.2 Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Sales Tax, Octroi, Entry Tax, Custom/ Excise Duty Packing, Forwarding, Freight, Insurance etc. except service tax. Client shall reimburse only service tax.

3.3.3 Custom/Excise duty exemption will be as per the applicable provisions of relevant act. Octroi / Entry tax will be as applicable. For these taxes the bidder may find out themselves the applicable exemptions and quote accordingly. The Employer would not be liable to pay them later as these taxes are supposed to be taken in to account by the bidder in the bid.

**3.4 EMPLOYER'S RIGHTS**

3.4.1 The Employer reserves the right to make changes within the scope of the Contract Agreement at any point of time.

3.4.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Employer's action.

**3.5 SUBCONTRACTING BY THE BIDDER**

3.5.1 If subcontracting for specialized work, is required, the Successful Bidder will take prior permission from HPPWD. Under all circumstances, the value of works sub-contracted by Successful Bidder should not exceed 25% of the Contract Price. The Bidder is required to provide the details of the activities that it proposes to subcontract to third parties as per format given in Section-6

3.5.2 In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

**3.5.3 Changes in a Firm**

- (i) Where the consultant is a partnership Firm, partners shall not be changed in the Firm except with the previous consent in writing of the \_\_\_\_\_, HPPWD, which may be granted only on a written undertaking by the all (old/new) partners to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the death of any partner of the consultant firm before complete performance of the contract, the \_\_\_\_\_, HPPWD may, at the option of the consultant, cancel the contract, and in such case the consultant shall have no claim whatsoever to compensation against the Employer.
- (iii) If the contract is not determined as provided in sub-clause (ii) above, notwithstanding the retirement of a partner from the Firm, he shall continue to be liable under the contract for acts of the Firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the \_\_\_\_\_, HPPWD by registered post acknowledgement due.



**3.6 STANDARDS GOVERNING THE TENDER**

Wherever applicable, the standards published by following recognized bodies shall be applicable for equipment, if any to be supplied under this contract.

- (i) Bureau of Indian Standards (BIS)
- (ii) International Standards Organisation ( ISO)

**3.7 DELAYS IN COLLECTION OF DATA AND PROVIDING TECHNICAL SUPPORT / STAFF / TEAM LEADER**

Should any of the said services / personnel not be executed / provided during the contract period, the Employer shall in respect of any delays, have the right to claim and deduct from the payments due affected by such delay as agreed, liquidated damages in respect of such said services / personnel for the sum of 1% of the contract price of the unexecuted portion of the anticipated services / personnel for each and every week or part of a week subject to a maximum of 10% of the contract price for delayed services / personnel. Should the said delay in respect of execution of the said services / personnel exceed two and a half months, the Employer shall have the right to terminate this contract fully, or in so far as it relates to the services / personnel which are subject matter of such delay, by sending written notice to that effect to the Consultant, in which case the furnished performance Bank Guarantee will be revoked.

However, if the completion of service is delayed due to the reasons beyond the control of the consultant, suitable extension may be granted by the \_\_\_\_\_ HPPWD on receipt of express request along with full justification. In case of grant of any time extension, the consultant upon advice shall also suitably extend the validity of the Bank Guarantee. It is made explicitly clear that the payment of penalty shall not relieve the consultant from the obligations and liabilities under the contract agreement.

The Employer is also entitled to cancel the contract either in whole or in part, if the consultant fails to redo the rejected data of inventory and condition survey within one month from the date of its notification, in which case the furnished performance Bank Guarantee will be revoked.

**3.8 LAWS GOVERNING THE CONTRACT**

- (a) This contract shall be governed by the laws of India for the time being in force.
- (b) Irrespective of the place of installation, the place of performance or place of payment under the contract, the contract shall be deemed to have

been made at the place from which the acceptance of tender has been issued.

(c) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**3.9 CONSEQUENCE OF BREACH**

The decision of the \_\_\_\_\_, HPPWD, as to any matter or thing concerning or arising out of the consultant or any partner of the consultant firm has committed a breach of any of the conditions of the contract, shall be final and binding on the consultant.

Should the consultant or a partner in the consultant firm commit breach of either of the conditions of the contract, it shall be lawful for the \_\_\_\_\_ to cancel the contract, and award the contract to another consultant, at the risk and cost of the consultant.

**3.10 RIGHT OF ACCEPTANCE OF OFFER**

The Employer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Employer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the consultant shall supply the same at the rate quoted.

**3.11 BANKRUPTCY**

If the consultant commits any act of bankruptcy or goes into liquidation or shall commence winding up by reasons of its insolvency or shall make an assignment for the benefit of creditor or goes into liquidation, this agreement may be terminated wholly or in part by the Employer and amount paid in advance if any received by the consultant shall become due to the Employer including interest.

**SECTION 4**

**4. SPECIAL CONDITIONS OF THE CONTRACT**

**4.1 DEFINITION**

These conditions given in this Section 4, supplement the "Instructions to the Bidders" given in Section 2 & "General (Financial and Legal) Conditions of the Contract" given in Section 3 and in case of any conflict, the conditions given herein shall prevail over those in Sections 2 and 3.

**4.2 EQUIPMENT**

4.2.1 Equipment / system, if any to be procured/hired by the Consultant shall conform to the relevant technical requirements necessary for execution of the contract.

4.2.2 Bidders have to give clause-by-clause compliance to the clauses mentioned in Section-5 of this document along with reference to documentary support, giving the Page / Para number of the document. The clauses for which the compliances are required to be provided by the Bidders are given in the Section-6.

4.2.3 The cost of all data and / or analysis shall be fully borne by the consultant. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Employer before the material is manufactured/ offered for inspection.

4.2.4 The Employer shall inspect and re-check the data at all stages and shall have full powers to reject all or any data that may be considered defective or inferior in quality. The Consultant shall carry out any additional collection of data at his cost as are necessary in the opinion of the Employer.

4.2.5 All material/equipment brought to site shall be permitted to be erected/utilized only after initial inspection / acceptance by the Employer.

4.2.6 The completed installation at all stages shall be subjected to checks and tests as decided by Employer. The consultant shall be liable to remedy all of such defects as discovered during these checks and tests and make good all deficiencies brought out.

4.2.7 The consultant shall advise the Employer at least 15 days in advance for inspection when any equipment or a portion of the work is offered for inspection. The Employer shall carry out inspection upon receipt of such advice.

**4.3 PERFORMANCE AND SPARES**

//4-

Consultant shall maintain sufficient spares for equipments utilized for conducting Bridge Inventory and Condition Survey by him for the satisfactory performance of the Contract.

#### 4.4 INSURANCE

- 4.4.1 All insurances (e.g. all risk insurance including transit, fire, theft etc., third party insurance, workmen's compensation insurance etc.) are the responsibility of the Bidder. The equipments utilized by the Consultant under the contract shall be fully insured by the Bidder against any kind of loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be from the date of commissioning of products/equipment at each site till the completion of contract period.
- 4.4.2 The consultant shall cause all its workmen and the workmen of any sub consultants of the Consultant to be covered by workmen's compensation insurance in accordance with applicable laws. The consultant agrees that the Employer shall not be liable for any damages or compensation payable to any workman or other person in the employment of the Consultant.
- 4.4.3 The Consultant hereby undertakes:
- (a) adequate all-risks insurance in respect of all the equipment and
  - (b) any additional insurance required by law in respect of the Contract Works and the performance thereof by the Consultant, including in respect of motor vehicles used by the Consultant in relation thereto.
  - (c) any other insurance sufficient to provide adequate coverage for those types of risk which are reasonably foreseeable in the performance of the Contract Works.

#### 4.5 ARBITRATION

- (a) In the event of any question, dispute or difference arising under general conditions or special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions), the same shall be referred to the sole arbitrator, appointed by the Engineer-in-Chief, Nirman Bhawan, PWD, Shimla. The appointment of Arbitrator shall be made in accordance with Arbitration and Conciliation Act, 2015. The 'Award' of the arbitrator shall be final and binding on the parties to this contract.
- (b) In the event of the Arbitrator's dying, neglecting or refusing to act or resign or being unable to act for any reason, or his Award being set aside by the Court for any reason, it shall be lawful for the ENGINEER-IN-CHIEF, NIRMAN BHAWAN, PWD, SHIMLA to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (c) It is further a term of this contract that no person, other than the person appointed by the ENGINEER-IN-CHIEF, NIRMAN BHAWAN, PWD, SHIMLA as aforesaid, should act as arbitrator and that, if for any reason

that is not possible, the matter is not to be referred to Arbitration at all.

(d) The arbitrator may, from time to time with the consent of all the parties to the contract, extend the time for making the Award.

(e) Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the arbitrator.

(f) Subject as aforesaid, the Arbitration Act, 1996 as amended and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

(g) If the value of the claim in a reference exceeds Rs. 1 lakh, the arbitrator shall give reasoned Award.

(h) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the \_\_\_\_\_, PWD, Nirman Bhawan at his discretion may determine.

Section - 5

**5. SCOPE OF WORK**

The scope is for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh. The bridges shall be rated according to the severity index. In addition, the consultant will list possible reasons of distress with rehabilitation measures to be taken, write technical specifications and bill of quantity, bridge wise. The list of bridges proposed for investigation along with the relevant data as mentioned in Annex-C will be provided by the department to the consultant.

**5.1 METHOD OF WORK**

- 5.1.1 The work shall be executed to the highest standards using state of art technologies. The consultant is free to refer to the Indian/ International Standards best suited for this job and within the resources allocated. The consultant has been provided with sample formats (Annexure A& B) for the entire bridge inspection and data collection which shall be improved upon during the submission of the inspection report.
- 5.1.2 The complete operation and collection of data shall be subject to checks at all stages as deemed necessary by the Employer which will be discussed during the inception report and will be freezed. The consultant shall be liable to rectify such defects in data as brought out by the Employer or as noticed during the inspection and he shall make good all deficiencies at his own cost. In addition, separate chapter shall be dedicated in inception report on the way of presenting comparison of data (whichever is relevant i.e. theoretical and actual scour depths and other data) collected from the department and actually noticed at site.
- 5.1.3 The consultant shall rate the bridges in order of severity for which he will provide the rating methodology and index as per the best practices during submission of the inception report, as a separate chapter with references. This will be agreed with the employer during the discussions.
- 5.1.4 The consultant shall establish a temporary office at Shimla manned by senior coordinating personnel during the course of the data collection. The address of the office including the personnel manning it including their Telephone & FAX numbers and e-mail address, will be intimated by the consultant to the Employer before commencement of the services.

**5.2 DATA COLLECTION**

- Task-1:**
- 5.2.1 Sample formats for collection of bridge condition data are enclosed at **Annexure-A** and Bridge inventory data to be collected utilizing Mobile Bridge Inspection Unit/similar equipment is enclosed at **Annexure-B**. The

consultant will improve upon these sample formats to best of the practices and these formats will be agreed upon during the approval for the inception report. The consultant shall also provide the format in which inspection report for each bridge shall be generated through software (sample of the format is at Annex-E). The data required for generating inspection report shall invariably be collected and is part of the scope of work.

- 5.2.2 The consultant shall provide the rating methodology and index as per the best practices during submission of the inception report, as a separate chapter with references. This will be agreed with the employer during the discussions on inception report.
- 5.2.3 The consultant shall present the final inception report at Shimla and arrange presentation for about 30 officers of PWD.

**Task-2:**

- 5.2.4 The consultant shall first design the data collection app & data base with user friendly front end, based on the formats freezed during the inception report. The front end will also include the button for producing the bridge ratings on all the collected data. The code of the software shall be provided to the employer on finishing the assignment and it will be property of GoHP.
- 5.2.5 The data base and app will be made live before starting the overall exercise of data collection. The consultant will bear all the expenses including certification and other charges for hosting database on the database center of Department of IT at Shimla.
- 5.2.6 The software provided should be able to generate reports for the overall rating of the each bridge, summary and inspection report of each bridge as per the format agreed.

**Task-3**

- 5.2.7 The Bridge Inventory and Condition data shall be collected for the list of bridges attached at **Annexure-C** or as per formats agreed with the employer during the inception report.
- 5.2.8 A team of minimum three personnel (Bridge Engineer with at least two Assistant Engineers) shall travel with the MBIU/similar equipment for collection of bridge condition and bridge inventory data.
- 5.2.9 The bridge condition data is to be collected in one go utilizing Mobile Bridge Inspection Unit (BMI) which is available with the mechanical wing of HPPWD. The consultant has to provide the POL, driver charges, its running and maintenance cost along with the person during the currency of this assignment. The consultant will be allowed to inspect the Bridge Inspection Unit before Pre-bid meeting.
- 5.2.10 In case, the BMI unit of the HPPWD could not be made available, then the consultant will arrange his own equipment for collection of the data. In the financial bid formats, rates for both the options will be taken.
- 5.2.11 During the Inspection, if any bridge is required to be repaired on urgent basis, consultant shall report the same to the Employer within 10 days of Inspection by email and by post.

**Task-4**

- 5.2.12 The consultant at the end of the assignment shall rate the bridges according the severity and shall indentify the bridges requiring the complicated

rehabilitation measures. He shall suggest in the report in technical specifications and bill of quantity, bridge wise based on the measures required. These measures shall also be discussed & approved by the consultant with the professor mobilized in his team.

5.2.13 The consultant shall arrange final presentation on the findings and the cost is to be borne by him for about 30 number of officers at Shimla.

**Task-5**

5.2.14 The consultant shall give on job training to 8 bridge design engineers (2 from each zone) who will be associated with them during the collection of the data.

5.2.15 The consultant shall give the required training to two numbers of the Junior Engineer (IT) of HPPPWD at Shimla of 2 days in managing the app & software.

**5.3 SUBMISSION OF REPORTS**

SN	Task/Report	Copies	Time allowed from start of assignment (days)	Approval time after submission (days)	%age of lump sum amount to be released.
1	Draft Inception Report	5 hard & soft copies.	25	15	10
2	Presentation by consultant on final inception report with time lines.	5 soft copies	50	5	5
3	Design of app and database with user friendly front end submission	Manual of operation-5 soft copies and hard copies	85	10	5
4	Live demonstration of software and app. successfully.	.	100	10	5
5	Handing over successfully the software and training the JE (IT).	Training manual- 2 number soft and hard copies	120	5	5
6	Collection of bridge inventory & condition survey data	5 hard & soft copies	170	15	45
7	Final submission of the reports with rating of bridges	5 hard & soft copies	195	10	25



**5.4 PREVENTIVE AND CORRECTIVE MAINTENANCE DURING THE CONTRACT PERIOD**

5.4.1 During the contract period, the consultant shall inter alia:

- (a) Diagnose and rectify equipments procured for the work, if any.
- (b) Repair and replace the faulty equipment or part thereof
- (c) Carry out the periodic preventive maintenance.
- (d) Ensure commitments as per Requirements.

5.4.2 The consultant shall be solely responsible for the maintenance, repair of the equipments procured/ provided by the department.

**Section – 6**

**6.0 FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL**

**6.1 FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Location)  
(Date)

From

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

To

The \_\_\_\_\_  
Himachal Pradesh Public Works  
Department,  
\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

**Ref.: Tender No. RW/**

Dear Sir/Madam

We, the undersigned, offer to provide the services as required in the above referenced tender and our Proposal (Pre-Qualification, Technical and Financial). Our attached financial proposal for *Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh for a period of consultancy service* is INR \_\_\_\_\_ (Amount in words). This amount is inclusive of all taxes, duties etc.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

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

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

Yours sincerely,

Authorized signatory:  
Name and title of Signatory:  
Name of Firm:  
Address:

**Detailed breakup of cost for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh for a period consultancy**

1. Operation & Maintenance, Technical support system/staff for data collection, analysis, monthly report.

Sl. No.	Particulars	Amount
1	Ownership, Operation and maintenance cost including fuel charges of Equipment procured/provided by the department for collection of data, if any	
2	Total Expenses for Key/Sub personnel including salary and deployment of computers/laptops, phone, fax, printer, digital camera with GPS and gate stamping facility with breakup	
3	Transport expenses	
4	Office Rental at Shimla	
5	Report preparation	
6	Wages of additional staff like operator - cum- mechanic for MBIU etc.	
7	Consumables	
8	Any other item	
9	Miscellaneous	
	<b>Total Amount</b>	

2. Discounts, if any: INR.....

**GRAND TOTAL AMOUNT (CONTRACT PRICE):**

[(1-2)] = INR ..... (in figures)  
..... (in words)

### 6.2 PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

\_\_\_\_\_(Location)  
\_\_\_\_\_(Date)

From  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To  
The \_\_\_\_\_  
Himachal Pradesh Public Works Department,  
\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

**Ref.:** Tender No. RW/

Dear Sir/Madam,

We, the undersigned, confirm that we meet all the pre-qualification criteria listed in the bid document.

We are submitting the following documents for our eligibility for the above assignment.

- Form PQ-1,
- Form PQ-2,
- Form PQ-3
- Form PQ-4
- Form PQ-5

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
(Signature of the Authorized signatory):  
Name and Designation of the Authorized signatory:  
Name and Address of Firm:  
Phone, Fax & E-Mail  
Seal:

Form: PQ-1

**BIDDER'S ANNUAL TURNOVER**  
Proof for clause 2.16.1.3 (i)

\_\_\_\_\_  
\_\_\_\_\_  
(Location)  
(Date)

From  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To  
The \_\_\_\_\_  
Himachal Pradesh Public Works Department,  
\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

**Ref.:** Tender No. RW/

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. \_\_\_\_\_ (name of the bidder) is not less than Rs. 1 crore (Rupees One crore) during the last three financial years.

Sl. No.	Firm	Amount
1		

If the audited figures for 2015-16 is not available for any reason, it shall be indicated so and the audited figures of 2013-14 shall be included.

Yours Sincerely,

(Signature of Statutory Auditor)  
Name of the Statutory Auditor:  
Name of the Statutory Auditor Firm:  
Seal:

**Important Notes:** The above data should relate only to the Bidder /JV who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered.

Form: PQ-2

**SIMILAR WORK EXPERIENCE**  
Declaration for clause 2.17.4

\_\_\_\_\_  
(Location)

\_\_\_\_\_  
e)

(Date)

From

To

The \_\_\_\_\_

Himachal Pradesh Public Works Department,

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

\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

**Ref.:** Tender No. RW/

We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed the following qualifying works in the last 5 years. We are providing the details below: (Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the successful completion certificate as required, is attached?		Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal	Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

Form: PQ-3

**SUBCONTRACT DECLARATION & REQUEST FORM**  
Declaration for clause 3.5

From \_\_\_\_\_

To \_\_\_\_\_ (Location)  
 \_\_\_\_\_ (Date)

The \_\_\_\_\_  
 Himachal Pradesh Public Works Department,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

Ref.: Tender No. RW/

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address), undertake that the following services towards this tender will not be sub-contracted and will be executed only by the employees of our Company who are on our payrolls.
2. We are intending to subcontract the following works to the respective sub consultants as found in the table below. We submit the same for your approval.

Sl. No.	Name of Subcontracted Service	Details of the Subcontract work	Brief Profile of the Subconsultant proposed	Sub-Consultant Name, Address and Contact Numbers	Value of the subcontracted work.

3. We also undertake that under all Engineer-in-Chief, Nirman Bhawan, PWD, Shimla circumstances, the value of the works sub-contracted by us will not exceed 25% of the contract price.

Yours Sincerely,

(Signature of Authorized Signatory)  
 Name and Designation of the Authorized Signatory:  
 Name and address of the Bidder Company:  
 Seal:

Form: PQ-4

KEY PROFESSIONEL

\_\_\_\_ (Location)  
\_\_\_\_ (Date)

From

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

To

The \_\_\_\_\_  
Himachal Pradesh Public Works Department,  
\_\_\_\_\_

**Subject:** Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.

**Ref.:** Tender No. RW/

Dear Sir/Madam,

We, M/s \_\_\_\_\_, hereby propose to engage following key personnel meeting the specified requirements stated in the Bid Document. The Bio data for each candidate indicating their qualification and experience is enclosed in the prescribed format.

1.	Title of position* Name	Team leader-cum-Bridge Engineer
2.	Title of position* Name	Assistant Bridge Engineer No-1
3.	Title of position* Name	Assistant Bridge Engineer No-2
4.	Title of position* Name	IT Person
5.	Title of position* Name	Professor of Structural engineering

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:



### RESUME OF PROPOSED PERSONNEL

Name of Bidder
----------------

Position
----------

Personnel information	Name	Date of birth
	Professional qualifications	
	Total years of professional experience	
	Training, publication etc.	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Section -7

**FORMAT FOR SUBMISSION OF BANK GUARANTEES (PERFORMANCE BANKGUARANTEE)**

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

To

The \_\_\_\_\_ Himachal Pradesh Public Works Department, \_\_\_\_\_ against contract awarded vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ for the \_\_\_\_\_ (hereinafter termed as the said "Contract") entered into between \_\_\_\_\_, Himachal Pradesh Public Works Department (hereinafter called

"THE EMPLOYER") and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter called the successful bidder), this is to certify that at the request of the successful bidder, we \_\_\_\_\_ Bank having its Registered/Head office at \_\_\_\_\_ and branch at \_\_\_\_\_ are holding in trust, in favour of THE EMPLOYER, the amount of Rs. \_\_\_\_\_ (Rs. in words \_\_\_\_\_) to indemnify and keep indemnified THE EMPLOYER against any loss or damage that may be caused to or suffered by THE EMPLOYER by reason of any breach by the successful bidder of any of the terms and conditions of the said contract/and/or in the performance thereof. We agree that the decision of THE EMPLOYER, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Successful bidder and the amount of loss or damage that has been caused or suffered by THE EMPLOYER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand, and without demur to THE EMPLOYER. The decision of THE EMPLOYER in this regard shall be final and binding upon the successful bidder and the bank.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect up to the date six months after the expiry of the Contract period i.e. \_\_\_\_\_ (hereinafter referred as the said date) and that if any claim accrues or arises against us, we \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us. Notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us by THE EMPLOYER within this period. Payment under this letter of guarantee shall be made within seven days upon receipt of notice to that effect from THE EMPLOYER.

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank undertake that no change or addition or modification of the terms of the contract or the work to be performed there under or any of the contract documents which may be made between "THE EMPLOYER" and the successful bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We undertake to pay to THE EMPLOYER any money so demanded, notwithstanding any dispute or disputes raised by the Successful bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that THE EMPLOYER shall have the fullest liberty, without affecting

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in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the Successful bidder from time to time or to postpone for any time any of the power exercisable by THE EMPLOYER against the said Successful Bidder and is to forbear or Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful bidder or for any forbearance by THE EMPLOYER or any other matter or thing what-so-ever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or Successful Bidder.

Notwithstanding anything contained hereinbefore:

Our liability under this bank guarantee is limited to Rs. \_\_\_\_\_ (Rs. in words)

Will remain in force upto six months after the expiry of Contract period i.e. \_\_\_\_\_;

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

DATE \_\_\_\_\_

SIGNATURE OF THE AUTHORIZED SIGNATORY OF THE BANK

(WITH CODE NO.) \_\_\_\_\_

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

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

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

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

### BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

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

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

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender bearing name. \_\_\_\_\_, 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 \_\_\_\_\_ 20\_\_

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 Instructions to Bidders,

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 180 (one hundred and eighty) 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) located in India

Section -8

**DRAFT AGREEMENT**

**Contract agreement for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh.**

(To be executed on appropriate Stamp Paper)

This Contract agreement is made on \_\_\_\_\_ between the Governor of Himachal Pradesh, represented by the \_\_\_\_\_, Himachal Pradesh Public Works Department (hereinafter referred to as the 'Employer / Client' the term which shall mean and include its heads, administrators, executors and assignees) of the first part and M/s \_\_\_\_\_, (hereinafter referred to as the Consultant) of the second part.

- 2. WHEREAS the Consultant represents that it is well reputed Consultant.
- 3. And WHEREAS the Consultant has offered to the Employer for Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of Himachal Pradesh for the period of consultancy service(hereinafter called services) as given at para 5(iii) below.
- 4. And WHEREAS the Employer agrees to get the services and the Consultant agrees to provide the services in pursuant to the bid submitted by the consultants vide letterNo. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter referred to as "the offer") and the Employer has by his letter of acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_ accepted the offer submitted by the consultant at the contract price of Rs. \_\_\_\_\_ (in words) with details mentioned in para 5(iv) below in accordance with the terms and conditions below hereinafter contained and schedule of payment as mentioned in para 5(v) AND WHEREAS the consultant has agreed to provide services and has furnished performance security pursuant to para 2.7.2 of the instructions to bidders, section- 2.
- 5. Now this agreement witnessed as follows:-
  - (i) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to:
  - (ii) The following documents/ sections of the Bidding Document shall be deemed to form and be read and construed as part of this agreement
    - Section 1 Letter of Acceptance
    - Section 2 Instructions to Bidders
    - Section 3 General (Financial and Legal) Conditions of Contract
    - Section 4 Special Conditions of Contract
    - Section 5 Scope of Work
    - Section 6 Formats submitted with the proposal
- 6. Scope is Collection of Bridge Inventory and Condition Data through app., its rating and providing rehabilitation measures with bill of quantity in state of

Himachal Pradesh for a period of consultancy service assumed as 205 days.

(iv) Referring to consultant's price bid No. \_\_\_\_\_ dated \_\_\_\_\_ the total price of the for a period of consultancy service is INR.....

(v) Schedule of Payment

Payments will be made from respective regional officer, within 30 days of successful submission of desired half yearly summary reports to the \_\_\_\_\_ Engineer of the Regional Office at ..... as per following payment schedule:

SN	Task/Report	Copies	Time allowed from start of assignment (days)	Approval time after submission (days)	%age of lump sum amount to be released.
1	Draft Inception Report	5 hard & soft copies.	25	15	10
2	Presentation by consultant on final inception report with time lines.	5 soft copies	50	5	5
3	Design of app and database with user friendly front end submission	Manual of operation-5 soft copies and hard copies	85	10	5
4	Live demonstration of software and app. successfully.	.	100	10	5
5	Handing over successfully the software and training the JE (IT).	Training manual- 2 number soft and hard copies	120	5	5
6	Collection of bridge inventory & condition survey data	5 hard & soft copies	170	15	45
7	Final submission of the reports with rating of bridges	5 hard & soft copies	195	10	25

(vi) In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the consultant hereby covenants with the Employer to execute and complete the works and remedy any defects therein in all respects in conformity with the provisions of the Contract.

(vii) The consultant hereby also covenants that all the partners of Joint Venture shall be jointly and severally responsible to the Employer for the execution of the contract in accordance with the contract terms.

(viii) The Employer hereby covenants to the consultant in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the

times and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this agreement to be executed the day the year first before written, signed, sealed and Delivered by the said Employer through his authorized representative and the Consultant through his Power of Attorney Holders.

(For an on behalf of the Consultant)

The \_\_\_\_\_  
Himachal Pradesh Public Works  
Department,  
\_\_\_\_\_

Witness

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**ANNEXURE A**

**PROFORMA FOR CONDTION SURVEY OF BRIDGES**

1.	NH/SH/MDR/RR No/name	
2.	Location of bridge in Km	
3.	Name of River/Water Body/Bridge	
4.	Year of completion of bridge	
5.	Type of bridge (RCC/PSC, slab, timer, steel)	
6.	Total length of bridge in 'm' with span	
7.	Width of carriageway and footpaths	
8.	Whether located in back waters/chemical zone?	
	<b>Condition of the various bridge components:</b>	
	<b>Name of components</b>	<b>Condition</b>
9.	<b>Approaches:</b>	
9.1	Condition of pavement surface	Check unevenness settlement, cracking, potholes etc.
9.2	Side slopes	Erosion embankment, damage to pitching etc.
9.3	Approach slab	Check, settlement, cracks, movement etc.
9.4	Retaining walls	Check subsidence, tilting, weepholes
10.	<b>Protection Works:</b>	
10.1	Slope pitching, apron, floor protection, toe walls	Nature of damage, if any. etc
10.2	Scour in river bed	Check any abnormal scour noticed
11.	<b>Waterway:</b>	
11.1	Obstruction in waterways, island formation, Vegetation growth etc.	Presence and its impact on flow
11.2	Flow pattern and banks	Meandering inflow and erosion of banks
12.	<b>Foundation:</b>	
12.1	Type	CC/RCC/Masonry/well/Pile
12.2	Material	CC/Masonry/Timber
12.3	Condition of foundation	Settlement, Scour, Tilting
12,4	Piers/Abutments	Settlement, Scour Tilting
		Cracking, Disintegration, Decay, spelling, Rusting , Exposed reinforcement
13.	<b>Substructure</b>	
13.1	Type	Well(solid/hollow), CEngineer-in-Chief, Nirman Bhawan, PWD, Shimlaular/Oval
13.2	Condition	Cavitation, honeycombing, spalling, rusting, strains.
14.	<b>Bearing:</b>	



14.1	Type	(Sliding plae/Rocker-roller/Elastomeric/Paper/Concrete etc)
14.2	Condition	Movement/sliding
		Loss of shape, rusting, cleanliness, greasing, etc
15.	Superstructure:	
15.1	Structural System	Simply supported/continuous/Continuous overhand/balance cantilever
15.2	Type	(RCC/PSC/Steel/Timer/masonryetc)
15.3	Arrangement	T-beam, slab/b0x-girer
15.4	Condition (girder)	
15.5	Condition (Deck)	
		Cracking/Spalling/scaling/exposed reinforcement/leakage/vibration/exposed reinforcement
15.6	In case of steel bridges	Corrosion/painting/loose rivet joints
15.7	In case of masonry bridges	Pointing/joints mortar and bulging of spandrel
16.	Expansion joint:	
16.1	Type	
16.2	Conditon	
17,	Wearing coat:	
17.1	Type	(Concrete/Bituminous)
17.2	Surface condition	Cracks/potholes/riding Quality
17.3	Drainage Spouts	Clogging and damage if any
18.3	Gabdrauks/Parapet:	
18.1	Type	
18.2	Damage/missing parts if any	
19.	Footpaths:	
21,	Type	Water/sewer/electrical/Telephone
22	Leakage/Damage if any	
23	Special Observation/Remarks if any	

INVENTORY OF BRIDGES In HPPWD maintained roads		
(A) IDENTIFICATION		
1.	Link No.	
2.	State	
3.	N.H./SH/MDR/RR NO / name	
4.	Section	
5.	Location	
6.	Structure No.	
7.	Latitude	
8.	Longitude	
9.	Features Intersected	
10.	Facility Carried by Structure	
11.	Popular/Official Name	
12.	Highway CEngineer-in-Chief, Nirman Bhawan, PWD, Shimlale & Division	
13.	Administrative District	
14.	Nearest City/Town	
15.	Custodian	
16.	Year of Construction	
17.	High Level or Submersible	
18.	Overall Length of Bridge	
19.	No. of Lanes	
20.	Load Rating	
21.	Average Daily Traffic(ADT)	
22.	Year of ADT	
23.	Detour Length	
24.	Documentation	
25.	Year of Inventory	
(B)STRUCTURE DATA		
26.	Design Discharge in Cumecs	
27.	Design HFL	
27(a)	LWL/GL	
28.	Design Scour Level at Pier	
29.	Design Scour Level at Abutment	
30.	Founding Strata	
31.	Whether the Bridge is in Grade	
32.	Road Level	
33.	Road Width	
34.	Overall Deck Width	
35.	Approach Roadway Width Including Shoulder	
36.	Height of Approach Embankment	
37.	Average Skew	

38.	Whether Navigable	
39.	Vertical Clearance	
40.	Horizontal Clearance	

(B)(1) MAIN SPANS

41.	Total Number of Spans	
42.	Span Arrangement	
43.	Superstructure Type	
44.	Pier Type	
45.	Abutment Type	
46.	Pier Foundation Type	
47.	Maximum Depth of Pier Foundation	
48.	Abutment Foundation Type	
49.	Maximum Depth of Abutment Foundation	
50.	Type of Bearings	
51.	Wearing Coat Type	
52.	Expansion Joints Type	
53.	Railing Type	

(B)(2) APPROACH SPANS

54.	Total Number of Spans	
55.	Span Arrangement	
56.	Superstructure Type	
57.	Pier Type	
58.	Abutment Type	
59.	Pier Foundation Type	
60.	Depth of Pier Foundation	
61.	Abutment Foundation Type	
62.	Depth of Abutment Foundation	
63.	Type of Bearings	
64.	Wearing Coat Type	
65.	Expansion Joints Type	
66.	Railing Type	

(B)(3) GENERAL

67.	Corrosion Protection Measures	
68.	Bank Protection & Type	
69.	Floor Protection & Type	

(C) HISTORY

70.	Suspension of Traffic	
71.	Erosion of Banks	
72.	Scour Around Guide Bunds	

73.	Abnormal Scour Level Around Piers	
74.	Abnormal Scour Level Around Abutments	
75.	Abnormal Flood Level	
76.	Distress and Repair in Foundation	
77.	Distress and Repair Guide Bunds	
78.	Distress and Repair in Substructure including Bearings	
79.	Distress and Repair in Superstructure	
80.	Any other Observations	

**PROCEDURE UNDER E-TENDERING- INSTRUCTION TO BIDDERS**

**DEFINITIONS-HPPWD specific**

- a. **C1 India Pvt Ltd:** New Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b. **HPPWD e-Procurement Portal:** An e-tendering portal of Himachal Pradesh Public Works Department ("HPPWD") introduced for the process of e-tendering which can be accessed on <https://hppwd.gov.in>.

1. Accessing/ Purchasing of RFP documents

- i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person who will sign the proposal) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA"s from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of Department.
- ii) Users may test their **class-III Digital Signature Certificate health (Both DSC Components, i.e. Signing & Encryption)** at <https://hppwd.gov.in> under "Test Digital Signature Certificate" link.
- iii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's. DSC Procurement request may be sent to [amandeep.kaur@c1india.com](mailto:amandeep.kaur@c1india.com) / [hppwdhelpdesk@c1india.com](mailto:hppwdhelpdesk@c1india.com) with subject **DSC Query** for more details during HPPWD working days.
- iv) To participate in the E-Bid submission, it is mandatory for the bidders to get registered their firm/Consortium with e-tendering portal of Department <https://hppwd.gov.in> to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2247/- (Inclusive of all taxes) to M/s C1 India Pvt Ltd through e-payment gateway using Credit Card / Debit Card (Master Card and Visa Card only) or net banking. Validity of online registration is 1 year.
- v) After completing the profile, Vendors have to send ane-Mail intimation to C1 India Helpdesk for their profile activation. All profile activations will be done only during HPPWD working days.
- vi) The RFP document can be viewed/downloaded free of cost from e-tender portal of HPPWD <http://www.hppwd.gov.in> or <https://morth.eproc.in> from 05-11-2014 to 08-12-2014(up to 13:00 Hrs. IST).
- vii) To participate for bidding, bidders have to pay **Rs. 25000/- (Rs. Twenty Five Thousand only)** towards fee for RFP document (non-refundable), in the form of Demand Draft issued from a scheduled Bank in India in favour of "Pay & Accounts Officer, Department of Road Transport and Highway" payable at New Delhi and **Rs 1295 /- (One thousand two hundred ninety five only)**

towards application processing fee (non-refundable) shall be paid to M/s C1 India Pvt Ltd against Tender Processing Fee through E-Payment gateway using Credit Card/ Debit Card- Master Card and Visa Card only or net banking.

v) Tender can be requested from e-tender portal of MoRT&H <https://morth.eproc.in> from 05-11-2014 to 08-12-2014 (up to 13:00 Hrs. IST). Following may be noted

- (a) Registration should be valid at least up to the date of submission of proposal.
- (b) Proposals can be submitted only during the validity of their registration.
- (c) The amendments / clarifications to the RFP document, if any, will be hosted on the MoRT&H website.
- (d) If the firm is already registered with e-tendering portal of MoRT&H at <https://morth.eproc.in> and validity of registration is not expired, the firm is eligible to apply without fresh registration.
- (e) To participate in bidding, bidders have to pay **Application Fee (non-refundable)** as per the amount mentioned in the tender document as per RFP and **Tender Processing Fee (Non-refundable)** through online mode only. Both 'Application Fee' and 'Tender Processing Fee' are mentioned in individual tender document as published at MORTH e-Tendering Portal (<https://morth.eproc.in>)

2. Preparation & Submission of proposal:

- (i) RFP document may be downloaded from e-tender portal of MoRT&H <http://www.morth.nic.in> or <https://morth.eproc.in> from 05-11-2014 to 08-12-2014 (up to 13:00 Hrs. IST) and tender may be submitted online following the instruction appearing on the screen. The bidder shall submit scanned copy of the demand draft also while submitting online bid. A buyer manual containing the detailed guidelines for e-tendering system is also available on e-tender portal of MoRT&H.
- (ii) The following documents shall be prepared and scanned in different files (in PDF or ZIP format such that file size is not more than 10 MB) and uploaded during the on-line submission of proposal. These documents shall also be submitted in "ORIGINAL" to Department before the prescribed date & time for submission of proposals.
  - a) Cost of RFP document, Rs. **Rs. 25000/- (Rs. Twenty Five Thousand only)** in the form of DD in favour of "Pay& Accounts Officer, Department of Road Transport and Highway" payable at New Delhi.
  - b) Application in the prescribed format along with Form Tech 1 to Tech 9 and supporting documents;
  - c) Power of Attorney for signing the Application. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarized by a notary public.

- d) Copy of original Document defining constitution or legal status, place of registration, principal place of business etc.
- (iii) The Hard Copy of the Technical Proposal in hard bound form(hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents – spiral bound form, loose form, etc. will be not accepted) ,shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Application fee in the form of DD shall be placed in separate envelope clearly marked “Application Fee”. The envelopes containing the Technical Proposal and application fee shall be placed in another envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked Enclosure to Proposal for **“Collection and analysis of bridge condition and bridge inventory data by MBIU or any other equipment for the purpose of the Major/Minor Bridges on all NHs including those with NHA1 for a period of three years”.**“NOT TO BE OPENED BEFORE 09-12-2014(up to 11:00 Hrs. IST)

Envelope shall be addressed to:

Himachal Pradesh Public Works Department,

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

3. Modification / Substitution / Withdrawal of proposals:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the proposal Due Date. No proposal shall be modified, substituted or withdrawn by the Bidder on or after the proposal Due Date & Time.
- (ii) Any alteration / modification in the proposal or additional information supplied subsequent to the proposal Due Date, unless the same has been expressly sought for by the Department, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old proposal from e-tendering portal and upload / resubmit digitally signed modified proposal.
- (iv) For withdrawal of proposal, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) **Before withdrawal of a proposal, it may specifically be noted that after withdrawal of a proposal for any reason, bidder cannot re-submit e-bid again.**

4. Opening & Evaluation of proposals.

- (i) Opening and evaluation of proposals will be done through online process.
- (ii) The Department shall open on-line received proposals at 15:30 hours IST on the proposal Due Date 09-12-2014 in the presence of the Bidders, who choose to attend. The Department will subsequently examine and

evaluate the proposals in accordance with the provisions set out. Prior to evaluation of proposals, the Department shall determine whether each proposal is responsive to the requirements as per RFP Document.

(iii) The proposals shall be opened of those bidders only who submit originals as mentioned in para 2(ii) above of E-Tendering procedure. The proposals submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in para 2(ii) of E- Tendering procedure.

- 5. For any assistance about MORTH e-Tendering, please contact **E-Tendering Cell and Help Desk Support**. Please email your issues to helpdesk [atmorthhelpdesk@clindia.com](mailto:atmorthhelpdesk@clindia.com). This will help us serving you better. Helpdesk Nos. are open between 1000 Hrs to 1830 Hrs IST (Monday to Friday (Exclusions: MORTH HOLIDAYS).

**DISCLAIMER**

The Applicant must read all the instructions in the TENDER and submit the same accordingly. For any support/ assistance they may contact helpdesk officers.