

Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway

REQUEST FOR PROPOSAL

**APPOINTMENT OF INDEPENDENT ENGINEER DURING THE OPERATION AND
MAINTENANCE (O & M) STAGE FOR THE DND FLYWAY, NOIDA**

January, 2026

Issued by

M/s Noida Toll Bridge Company Ltd

Toll Plaza, DND Flyway

NOIDA-201301

Ph.0120,2516495,

Notice Inviting Bids

Request for Proposal for Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway

The Noida Toll Bridge Company Ltd (NTBCL) (**Concessionaire**) invites bids for the appointment of an “Independent Engineer” during the O&M stage of the project, DND Flyway. The Independent Engineer shall be responsible for review of obligations to be performed by the Concessionaire during the O&M period under the Concession Agreement. The obligations, *inter alia*, include the following:-

- a) Review of annual maintenance plan
- b) Monitoring the routine & periodic maintenance of the facility
- c) Periodic Evaluation of pavement condition and giving recommendation maintaining the facility within the performance criterion laid down in the Concession Agreement.
- d) Monitoring the operations, traffic growth etc.
- e) Pavement overlay and renewal requirement assessment & recommendations
- f) Major repairs and unscheduled maintenance
- g) Review the cost estimates of all maintenance, renewal, overlay and other necessary improvement related expenses.
- h) Generating monthly, quarterly and annual reports.

Eligibility Criterion:

- (a) The Independent Engineer shall have requisite experience / expertise of similar assignments.
- (b) Engineers in their individual capacity, having requisite experience/expertise of similar assignments can also apply.
- (c) The Independent Engineer will be responsible to perform the above obligations throughout the assignment period.

The terms & conditions along with the eligibility criterion and evaluation criterion have been detailed in the RFP document. The interested eligible consultants may obtain the RFP document from the office of M/s Noida Toll Bridge Company Ltd, Toll Plaza, DND Flyway, opposite Sec-15A, NOIDA and can be obtained on NTBCL’s official website ntbcl.com, during the period as given in the table below accompanied by a demand draft of INR 1000 (Indian Rupees One Thousand Only) in favour of M/s Noida Toll Bridge Company Ltd, Payable at Noida.

Key dates	
Issuance of the RFP documents	21.01.2026 to 30.01.2026 up to 5:00 pm
Pre-bid meeting	28.01.2026 at 3.00 pm
Last date of submission of bids	06.02.2026 up to 5:00 pm
Opening of Technical & Financial Bids	10.02.2026

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After evaluation of technical bids, the financial bids of the pre-qualified bidders only will be opened on a subsequent date which will be notified to the pre-qualified bidders only by email. Noida Toll Bridge Company Ltd, after consultation with NOIDA/Lenders, reserves the full right to change the project scope and/or terminate the bid process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

Any queries may be addressed to the contact given below.

Chief Financial Officer

Mr. Amit Agrawal

Noida Toll Bridge Company Ltd, Toll Plaza, DND Flyway,
Opp. Sector – 15A, Noida -201301

Tel. +91 120 2516438, 2516495, Email: amit.agrawal@ntbcl.com

Disclaimer

This Terms of Reference /RFP Document for “**Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway**” Contains brief information about the scope of work and selection process for the Successful Bidder (or ‘Consultant’). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. NOIDA TOLL BRIDGE COMPANY LTD (Concessionaire) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Concessionaire, after consultation with NOIDA, reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the concessionaire may deem fit without assigning any reason thereof.

The Concessionaire reserves the right to accept or reject any or all applications without giving any reasons thereof. The CONCESSIONAIRE will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

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Section I: General Information

I.I. Background

A Special Purpose Vehicle, the Noida Toll Bridge Company Limited (the Concessionaire), is a public limited company incorporated under the Indian Companies Act, 1956 and has its registered office at The Toll Plaza, DND Flyway, Opposite Sector 15 A, Noida, UP

IL & FS, NOIDA and NTBCL signed a Concession Agreement on November 12, 1997 granting concession to NTBCL to develop, establish, finance, design, construct, own, operate, maintain use and regulate the use by third parties of the Delhi Noida Bridge.

In this regard, the Concessionaire proposes to appoint an Independent Engineer during the Operation & Maintenance stage to **monitor that the obligations as listed in the Concession Agreement are being performed by the Concessionaire satisfactorily**. With this background, the Concessionaire now invites interested bidders to submit their technical and financial proposals as per provisions of this RFP Document.

CONCESSIONAIRE will select the preferred Bidder on the basis of evaluation criteria mentioned in this RFP Document. The Proposals would be evaluated in order to identify the Successful Bidder for the Project. The Successful Bidder would then have to enter into a service contract with CONCESSIONAIRE, and discharge all obligations of the Contract.

The Successful Bidder shall designate a senior engineer as Team Leader-cum-Highway Engineer to function as the Independent Engineer at the site(s) and provide the services as mentioned in the Terms of Reference (Section – II) of the RFP document.

I.II. Salient Information

Key stages in the bid process for the Project are as below:

Table 1

Key dates	
Issuance of the RFP documents	21.01.2026 to 30.01.2026 up to 5:00
Pre-bid meeting	28.01.2026 at 3.00 pm
Last date of submission of bids	06.02.2026 up to 5:00pm
Opening of Technical Bids	10.02.2026 at 4.00 pm

I.III. Contents of the RFP Document

The RFP Document comprises of the contents as listed below:

Section I General Information	I.I Background I.II. Salient Information I.III. Contents of the RFP Document
Section II Terms of Reference	II.I Scope of Work II.II Timeline
Section II.III Instructions to Bidders	A. General Conditions B. Preparation and Submission of bids C. Bid Opening
Section III Technical Evaluation	Technical Evaluation Criteria
Section IV Proformas	Proformas for Submission of Bids - Technical Submission Form - Financial Submission Form

The RFP Document will be available online through official website: ntbc1.com

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The RFP document can be obtained physically from:

Chief Financial Officer

Mr. Amit Agrawal

Noida Toll Bridge Company Ltd.

Toll Plaza, DND Flyway,

Opposite sector – 15A, NOIDA-201301;

Tel. +91 120 2516438, 2516495

Email: amit.agrawal@ntbc1.com

Section II: Terms of Reference and Instructions to Bidders

II.I. Scope of Works

(1) **Project Background:-** The Delhi Noida Bridge Project was constructed from Maharani Bagh at the Delhi side and joins Master Plan Road No. 1 at the Bridge across Shahdara Drain in Noida encompassing a length of approx. 5.6 kms. The Project road crosses Yamuna River via bridge of 522.5 m length. The project road includes the following components:

- (a) An eight lane road connecting Delhi and NOIDA between Nizammudin Bridge in North and Okhla barrage in South.
- (b) Eight Lane 552.5 m long Yamuna river bridge.
- (c) Five lane Delhi Interchange bridge
- (d) Eight Lane 30m long bridge across Hindon Cut extension
- (e) Eight Lane NOIDA interchange bridge.
- (f) Box culvert over diverted section of bund road
- (g) Five land trumpet interchange with one two lane slip road ramp on Delhi side.
- (h) Partial cloverleaf interchange consisting of 2 cloverleaves ramps (2 lanes each) and two slip road ramps (2 lanes each) each on Noida side.
- (i) Two lane 400 m long road parallel to bund road.
- (j) Toll Plaza equipped with equipments and administrative buildings
- (k) Tree plantation and landscaping as per Environmental Assessment for the entire project.
- (l) Lighting and electrical installations with substation for the entire project
- (m) River protection works including guide bund, bed protection and embankment protection.

The Concessionaire is responsible to operate and maintain the facility for the entire concession period as per the standards and guidelines provided in the Concession Agreement.

(2) **Scope of Independent Engineer Services**

The Independent Engineer shall be, in principle, responsible for review and certification of obligations of the Concessionaire during the O&M stage such as technical specifications, monitoring of different activities related to operations, routine & periodic maintenance and monthly, quarterly and annual reports. He will also be responsible for traffic projections and efficacy of automation system.

(1) Though the all activities are deemed to be carried out under his supervision, the IE shall not be involved in day to day operations and maintenance activities being carried out by the Concessionaire during O&M period. The responsibilities of the IE shall include review of project condition data, annual maintenance plan, renewal of pavement, costs of the maintenance and overlay requirement status.

(2) The specific responsibilities of the IE during the O & M period are given below:

(a) **Contractual obligations:-:-** The responsibilities include the following:-

- (i) Review that the obligations are being performed satisfactorily by the Concessionaire as listed in **article-6, section: 6.3(A) under provisions of CA.**
- (ii) As per Section-8.5 of article-8, the Independent Engineer shall monitor that the maintenance of the Noida Bridge is carried out in conformity with the standard operating practices. Review of monthly reports submitted by the Concessionaire and feedback on the same.
- (iii) Dispute settlement review in case of claim against Force Majeure Conditions under Section-16 of CA.
- (iv) Involvement/ coordination in “Events of Default” condition on the part of Client and concessionaire during O&M stage under Article-17 of CA.
- (v) Involvement/ coordination in “Suspension and Termination of Obligations, Compensation” condition on the part of Client and concessionaire under Article-18 of CA.
- (vi) Involvement/ coordination in “Transfer of The Project upon Termination of Concession Period” condition under Article-19 of CA.

(b) **Supervision:-** Supervision of the obligations of concessionaire during O& M contract related to operation and maintenance as listed in Appendix-G (Part-I to IV) of CA as detailed in Annexure B.

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- (c) **Monthly reporting:** IE shall submit to NTBCL Monthly Reports (3 copies + soft copy) by 7th of the following month covering all aspects of the contractual obligations including operation& maintenance, traffic revalidation etc.
- (d) Independent Engineer shall visit the site(s) at least twice every month and submit the reports.

II.II. Duration of the assignment

The entire assignment period for the Independent Engineer for the DNBP project is as per the following timelines:

O&M stage	<ul style="list-style-type: none">a) Initial assignment period is Eighteen (18) months from the date of letter of award to the agency.b) The assignment period shall be extended at the sole discretion of the Concessionaire for further Eighteen(18) Months on expiry of initial assignment period as per the Terms & Condition specified in Sub-Clause.25.4 of the RFP document
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III. Instructions to Bidders

A. General Conditions

1. Eligible Bidders

The Bidders must fulfill all the terms and conditions as mentioned below along with Clause No.28:-

- 1.1. Bidder should have at least 5 years of standing in the profession after registration with the Appropriate Authority.
- 1.2. The Bidder should have provided similar consultancy services for at least one project of same magnitude.

Supporting for all the above claims need to be attached with proposal.

2. Number of Proposals and respondents

- 2.1. Each Bidder shall submit only one Proposal, in response to this RFP document. Any Bidder, who submits or participates in more than one Proposal, their bid will be disqualified.
- 2.2. The RFP Document is not transferable and Proposals shall be submitted only by Bidders to whom the RFP Document has been issued by CONCESSIONAIRE.

3. Proposal preparation cost

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of the proposal. CONCESSIONAIRE will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 3.2. All papers submitted with the bid are neither returnable nor claimable.

4. Right to accept and reject any or all the Proposals

- 4.1. Notwithstanding anything contained in this RFP Document, CONCESSIONAIRE reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 4.2. CONCESSIONAIRE reserves the right to reject any Proposal if:
 - 4.2.1. At any time, a material misrepresentation is made or discovered, or
 - 4.2.2. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- 4.3. Rejection of the Proposal by CONCESSIONAIRE as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then

CONCESSIONAIRE reserves the right to:

- 4.3.1. Either invite the next best Bidder to match the Proposal submitted by the best Bidder;
- or
- 4.3.2. Take any such measure as may be deemed fit in the sole discretion of CONCESSIONAIRE, including annulment of the bidding process.

5. Amendment of RFP Document

- 5.1. At any time prior to the Proposal Due Date, the Concessionaire, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the RFP Document by issuance of an addendum.
- 5.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, CONCESSIONAIRE may, at its own discretion, extend the Proposal Due Date.

6. Data Identification and collection

- 6.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 6.2. It would be deemed that by submitting the Proposal, the Bidder has:
 - 6.2.1. Made a complete and careful examination and accepted the RFP Document in total;
 - 6.2.2. Received all relevant information requested from CONCESSIONAIRE and;
 - 6.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - 6.2.3.1. Site
 - 6.2.3.2. Type of project
 - 6.2.3.3. Existing data or any relevant information;
 - 6.2.3.4. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- 6.3. CONCESSIONAIRE shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

B. Preparation and Submission of Proposals

7. Language and currency

- 7.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 7.2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 (fourteen) days prior to the Proposal Due Date. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. CONCESSIONAIRE reserves the right to use any other suitable exchange rate, if the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

8. Proposal validity period, extension and Bid Security

- 8.1. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and CONCESSIONAIRE may solicit the Bidder's consent for extension of the period of validity, if required. CONCESSIONAIRE reserves the right to reject any Proposal, which does not meet this requirement.
- 8.2. In exceptional circumstances, prior to expiry of the original bid validity period, CONCESSIONAIRE may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.
- 8.3. **Bid Security:-** The bidder shall furnish as a part of bid, a bid security for an amount of Rs.10000 /-(Rupees Ten Thousand Only) for this assignment. The bid security shall be in favour of "M/s Noida Toll Bridge Company Ltd" and may be in the form of bank guarantee or Demand Draft issued by the scheduled Indian Bank. Bid security shall be valid for 45 days beyond the validity of the bid.
- 8.4. The bid security of the successful bidder will be discharged when the bidder has signed the Contract. The bid security of the unsuccessful bidders will be returned within 28 days of the end of the bid validity period or execution of the contract with successful bidder.

9. Format and Signing of Proposals/ Bids

- 9.1. The Bidder needs to submit their technical and financial proposals in prescribed format (Section IV).

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- 9.2. The proposals/ bids shall be printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 9.3. Bidders would provide all the information as per the RFP Document and in the specified formats. CONCESSIONAIRE reserves the right to reject any bid that is not in the specified formats.
- 9.4. The lump sum fee quoted should include all charges i.e. all taxes(excluding Service Tax), duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- 9.5. Lump sum fee quoted shall remain valid for a period of 18 months from the date of opening the financial proposal.

10. Sealing and marking of proposals

- 10.1. The Bidder shall seal the Technical and Financial proposal in separate envelopes. The Technical and the Financial Bid envelope should be duly marked as “TECHNICAL BID” and “FINANCIAL BID” respectively. Bid Security should be placed in the envelope marked “Technical Bid”.
- 10.2. Both the envelopes shall be sealed in one single outer envelope clearly bearing the following identification: Appointment of Independent Engineer to assist CONCESSIONAIRE in O&M of projects undertaken by CONCESSIONAIRE

The proposals shall be submitted as under:

Technical Bid: To be submitted at ntbc1@ntbcl.com up to 5:00 PM on 06.02.2026 PM

Financial Bid: ntbc1@ntbcl.com in password protected format till 6.00 pm

The password for the Financial Bid shall be shared separately at amit.agrawal@ntbcl.com till 6.00 pm

The outer envelope shall be addressed to:

NOIDA TOLL BRIDGE COMPANY LTD,
Toll Plaza, DND Flyway,
Opposite Sector – 15A,
Noida-201301
Tel. +91 120, 2516495

- 10.3. The envelope shall indicate the name, address and contact number of the Bidder
- 10.4. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

11. Proposal due date

- 11.1. CONCESSIONAIRE, at its sole discretion, may extend the bid due date by issuing an Addendum.
- 11.2. Proposals should be submitted at or before 1700 hours IST on February 06, 2026, to the address provided in Clause 10.2 in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 11.3. CONCESSIONAIRE may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 5, uniformly for all Bidders.

12. Late bid

Any bid received by CONCESSIONAIRE after 1700 hours IST on the February 06, 2026 will not be accepted.

13. Modifications/ Substitution/ Withdrawal of Proposals

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the CONCESSIONAIRE.

14. Selection of the bidder

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Concessionaire, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer or bearer of the concessionaire in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

C. Bid opening

15. Opening of Proposals

- 15.1. CONCESSIONAIRE would open the Proposals on the Proposal Due Date for the purpose of evaluation.
- 15.2. CONCESSIONAIRE would subsequently examine Proposals in accordance with the criteria set out in this Document.

16. Confidentiality

- 16.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 16.2. After opening of the Proposals, no information relating to the examination,

clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

17. Tests of Responsiveness

- 17.1. Prior to evaluation of bids, CONCESSIONAIRE will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
 - 17.1.1. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 12.
 - 17.1.2. It is signed, sealed and marked as stipulated in Clause 10 and Clause 11.
 - 17.1.3. It contains all information required in this RFP Document.
 - 17.1.4. Information are provided as per the formats specified in the TOR Document.
 - 17.1.5. It mentions the validity period as set out in Clause 8.
 - 17.1.6. Bid Security as set out in Clause 8.
- 17.2. CONCESSIONAIRE reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CONCESSIONAIRE in respect of such bids.

18. Clarifications Sought by CONCESSIONAIRE

To assist in the process of evaluation of Proposals, CONCESSIONAIRE may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

19. Proposal Evaluation

- 19.1. To assist in the examination, evaluation, and comparison of Proposals, CONCESSIONAIRE may utilise the services of advisor(s).
- 19.2. The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 17. All bids found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in this RFP Document.
- 19.3. Bidders who meet the qualification criteria shall be short-listed (“Pre-qualified Bidders”) for further evaluation.

- 19.4. The envelopes containing the Financial Proposal of the Bidders who do not meet the Qualification Criteria shall not be considered for further process.

20. Technical Proposal Screening

- 20.1. The Technical Proposals of the Pre-qualified Bidders would be screened as per the procedure set out in this Document.
- 20.2. Only those Bidders whose Technical Proposals which are found acceptable (“Technically Acceptable Bidders”) would be considered for evaluation in the next stage.
- 20.3. Envelope containing the Financial Proposal of the Bidders who do not satisfy the Technical Screening Criteria shall not be returned to such Bidders and shall be kept in records of CONCESSIONAIRE.

21. Financial Proposal Evaluation

- 21.1. After evaluation of technical bids, the financial bids of the pre-qualified bidders only will be opened on a subsequent date which will be notified to the pre-qualified bidders only by email. Financial proposal of only the technically acceptable Bidders would be opened and evaluated as per process set out in this RFP Document to identify a Successful Bidder (Consultant).
- 21.2. Financial proposal of all the shortlisted Bidders will be opened in the presence of the Bidders’ representatives who choose to attend.
- 21.3. In the event that two or more bidders have the same financial bid, CONCESSIONAIRE may:
 - 21.3.1. Invite fresh proposals from such Bidders; or
 - 21.3.2. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

22. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written authority to negotiate and conclude a contract.

23. Notifications

CONCESSIONAIRE will notify the Successful Bidder by a Letter of Intent (LoI) that its bid has been accepted.

24. Acknowledgement of LoI and Execution of Contract

- 24.1. Within one (1) week from the date of issue of the LoI, the Successful Bidder shall acknowledge the LoI and return the same, duly accepted, to

CONCESSIONAIRE. The Successful Bidder shall execute the Contract within one (1) weeks of the issue of LoI.

- 24.2. CONCESSIONAIRE will promptly notify other bidders that their bids have been unsuccessful.
- 24.3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoI shall constitute sufficient grounds for the annulment of the LoI, and forfeiture of the bid security. In such an event, CONCESSIONAIRE reserves the right to:
 - 24.3.1. Either invite the next best Bidder for negotiations, or
 - 24.3.2. Take any such measure as may be deemed fit in the sole discretion of CONCESSIONAIRE, including annulment of the bidding process.
- 24.4. Before the contract is awarded to the Bidder, an agreement (to be given later) will have to be signed by the Successful Bidder at his cost on proper stamp paper.

25. Payment Terms

The Concessionaire (NTBCL) agrees to pay the quoted/ negotiated fee to the Successful Bidder for the professional services rendered by them on monthly basis, plus applicable Service Tax.

- 25.1. The bidder shall have to make all arrangements for any other facilities required by his staff at their own cost.
- 25.2. Bidder shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- 25.3. For the services provided for Initial period of Eighteen (18) Months shall be paid based on the quoted price.
- 25.4. For Further Eighteen (18) Months, the quoted price shall be escalated by 10%(Ten Percent).The revised contract price shall be applicable for the services provided during extended period of 18 months. All other Terms & Conditions shall remain the same.

26. Ownership

All rights of data and document generated as part of this project will vest with the Concessionaire (NTBCL).

Section III: Technical Evaluation Criteria

27. Qualification Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section in addition to mentioned in general condition – II. III. I.:-

- 27.1. The Bidder should have experience of undertaking similar work during last five years from the date of opening of technical bid.
- 27.2. The Bidder should have completed project monitoring and evaluation for at least one infrastructure project in India, with the project cost not less INR 100 crore
- 27.3. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 27.4. The Bidder shall also furnish the following:
 - 27.4.1. Type of organisation (Govt/ Govt. undertaking/ Public Ltd./ Pvt. Ltd./ Partnership/ Proprietary)
 - 27.4.2. Relevant documents stating legal status of the Bidder
 - 27.4.3. Performance certificate from previous clients for the last five years
 - 27.4.4. Curriculum Vitae of a senior engineer proposed to be designated and to perform as Team Leader-cum-Highway Engineer/Independent Engineer, who should have at least 20 years of experience of construction, maintenance and operation of national/state highways including major bridges, aged not over 65 years.

28. Technical Capabilities

- 28.1. Project experience sheets as per the Proforma along with supporting documents.
- 28.2. Specific previous experience in similar assignments

29. Evaluation of the Technical and Financial Proposal

The Evaluation Committee will evaluate and rank the Technical Proposal on the basis of Proposal's responsiveness to the RFP document using the evaluation parameters.

Financial bid will be evaluated on the basis of lowest financial quote given by the Bidders.

30. Jurisdiction

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

31. Indemnity by the Independent Engineer

The Independent Engineer/bidder shall, except if and so far as the Contract provides otherwise, indemnify the Concessionaire (NTBCL) against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property

which may arise out of or in consequence of the instructions given by the Independent Engineer for execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

32. Insurance

The Independent Engineer/bidder shall takeout and maintain at their own cost but on terms & conditions approved by the Concessionaire(NTBCL), insurance against the risks. And for the coverage in the form of “professional liability insurance” for the amount agreed by the concessionaire. The bidder shall provide the evidence to the Concessionaire showing that such insurance has been taken out and maintained and that the current premium have been paid.

33. Termination

33.1 By the Concessionaire

The Concessionaire may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause. In such an occurrence the Concessionaire shall give thirty (30) days' written notice of termination to the Independent Engineer.

- (a) If the Independent Engineer fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Concessionaire may have subsequently approved in writing.
- (b) If the Independent Engineer becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Independent Engineer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 35 hereof.
- (d) If the Independent Engineer, in the judgment of the Concessionaire, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- (e) If the Independent Engineer submits to the Concessionaire a false statement which has a material effect on the rights, obligations or interests of the Concessionaire.
- (f) If the Independent Engineer fails to begin carrying out of the services not later than 60 days after the issue of Letter of Intent.
- (g) If the Concessionaire, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

33.2 By the Independent Engineer

The Independent Engineer may terminate this Contract, by not less than thirty (30) days' written notice to the Concessionaire, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

- (a) If the Concessionaire fails to pay any money due to the Independent Engineer pursuant to this Contract and not subject to dispute pursuant to Clause 35 hereof within forty-five (45) days after receiving written notice from the Independent Engineer that such payment is overdue.
- (b) If the Concessionaire fails to comply with any final decision reached as a result of arbitration pursuant to Clause 35 hereof
- (c) If the Concessionaire is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Independent Engineer may have subsequently approved in writing) following the receipt by the Concessionaire of the Independent Engineer's notice specifying such breach.

34. Settlement of Disputes

34.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause 35.2 shall apply.

34.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause 35.1 may be submitted by either Party for settlement in accordance with the provisions and procedures of the Arbitration and Conciliation Act 1996, of India as in force on the date of this Contract.

35. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 34.1 or 34.2 hereof, the Concessionaire shall make the following payments to the Independent Engineer:

- (a) Lump sum fee hereof for Services satisfactorily performed prior to the effective date of termination; and

Section IV: Proformas for Submission of Bids

**This part of the document provides proformas for providing the information.
Bidders must sign each page of the bid to be submitted to CONCESSIONAIRE.**

Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway

Form – T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To
Noida Toll Bridge Company Ltd
Toll Plaza, DND Flyway
NOIDA - 201301
Uttar Pradesh, India

Subject: Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway,NOIDA

Dear Sir,

I/We, the undersigned, offer to provide the consulting assignment/job for Noida Toll Bridge Company Ltd in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Section - I, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

As per Clause 8 of Section III, the Bid Security in the form of DD/BG No. _____ of Bank and valid upto _____ is enclosed herewith.

I/We remain,

Yours sincerely,

Name and address of bidder:

Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway

Form – T2

FIRM DETAILS

3. Details of the Firm/ Bidder

1.1. Name of Firm/ Bidder: _____

1.2. Address: _____

1.3. Tel No. (with code) : _____

1.4. Contact person: _____

1.5. Name and Designation _____

1.6. Address, Telephone No. and Email address _____

2. Brief description of the firm and organization structure _____

4. I/We agree with all the terms and conditions of this TOR document.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Form – T3

EXPERIENCE – PROJECT DESCRIPTION SHEET

Assignment Name:		
Name and Address of Client:		
Location:	Project cost (in rupees):	
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Consultants, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

Name of the Bidder:

*Bidder needs to furnish relevant supporting for all the projects.

Form – T4

MEMORANDUM

Name of Work: Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway, NOIDA

I/We agree to keep the quoted Lumpsum fee open for acceptance for 6 months from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Concessionaire.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

(To be placed in separate Envelope duly marked as “FINANCIAL BID”)

Form – F1

FINANCIAL BID

Date:

Noida Toll Bridge Company Ltd

Toll Plaza, DND Flyway

NOIDA - 201301

Uttar Pradesh, India

Sub: Appointment of Independent Engineer during the Operation & Maintenance (O&M) stage for the DND Flyway, NOIDA

Dear Sir,

I/We have read and examined the Notice Inviting Quotation, General Terms and conditions for the work.

I/We hereby quote a Lump sum fee for CONCESSIONAIRE of the consultancy specified in the memorandum at INR (_____ in words) plus applicable Service Tax for initial assignment period of Eighteen (18) Months as detailed in Annexure-A.

The Financial Bid submitted is unconditional inclusive of all taxes (but excluding service tax), duties, levies, out of pocket expenses, professional fee, vetting charges etc. and fulfills all the requirements of the RFP Document. The man month rates are inclusive of residential accommodation, allowances, overtime, leaves etc. and the cost of any office accommodation, vehicle, equipment, stationery etc. Remuneration and out of pocket expenses are deemed to be covered in the rates.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorised Person

Name of the Bidder and Seal

Annexure -A
Lump sum fee for Independent Engineer Consultancy

No.	Position	Name	Rate/Month	SM	Amount INR
1	Independent Engineer			18	
Service Tax @ 10.3%					
Total					

SM = Staff Month

INR = Indian Rupees

Notes: (i) The rate shall be fixed for initial assignment period of Eighteen (18) Months
(ii) The above rate is inclusive of all taxes, duties, levies, professional fee, vetting charges, out of package expenses etc except service tax as applicable.
(iii) The man month rates should be inclusive of residential accommodation, allowances, overtime, leaves etc.
(iv) Remuneration and out of pocket expenses are deemed to be covered in the rates.
(v) No reimbursement shall be made for any office accommodation, vehicle, equipment, stationery etc.
(vi) Independent Engineer shall visit the site(s) at least twice every month and submit the reports.

Annexure -B

**Supervision of Obligations of Concessionaire during O&M Contract related to
Operation & Maintenance**

(As listed in Appendix – G (Part – I to IV) of CA) – **Attached**

APPENDIX G

OPERATIONS AND MAINTENANCE (O&M) OBLIGATIONS OF THE CONCESSIONAIRE - SANCTIONS AND PENALTIES

PART - I

SCOPE OF WORK FOR OPERATIONS AND MAINTENANCE

1.1 General

The Concessionaire shall be responsible for all maintenance services on the ramp, road, bridge, river training works, guide bunds, cycle track etc. covering ordinary repairs, routine maintenance, periodic maintenance or renewals, and any special repairs due to floods, accidents, or other similar events, from the date of commencement till the end of the Concession period or cessation of Contractor's responsibility for maintenance under the terms of this contract. These shall be carried out as per the Technical Requirements and Performance Standards in Schedule 2 and 3, and Prudent Utility Practices (as followed by the Roads and Buildings Wings, of the State of UP or MOST whichever is appropriate).

Keeping in view the environment impact the land scaping would be maintained

The responsibilities of the Concessionaire are subject to the supervision of the Independent Engineer

1.1.1 Submission of plan and reports

The Concessionaire shall submit to Noida

- a) An annual work plan containing the daily, weekly, monthly, quarterly, half yearly activities, the Concessionaire proposes to carry out for routine and other scheduled maintenance. The annual work plan shall include details about the following :-
 - (i) Period inspection of embankment, ramp, foundation, span, piers, returns, ventway clearance, barrings, cycle track, pavement, super structure, expansion joints, drainage, railing, crash barriers, fee plaza (I) works, surface drainage, road furniture, signs and markings and all other components
 - (ii) Maintenance of roadway, including geometry and camber and repairs, renewals and repairing rain cuts
 - (iii) Maintenance of structures, bridges, river training works, guide bunds, and culverts including clearance, repairs and rehabilitation
 - (iv) Maintenance of surface drainage system, including clearance, renewal, repairs and future extensions, if required and land scaping works
 - (v) Maintenance of all connected components and appurtenances of the bridges including railings, crash barriers
 - (vi) Reporting and accounting for fee collections and for all other aspects of the Concession
- (b) A conservation plan indicating the status of compliance of various activities as indicated in the annual work plan

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- (c) Annual report indicating the status of bridge, payment control status of road surface, potholes, cracks, resistance to sliding based on the standards contained in Schedule 3 conditions having regard to compliance of routine maintenance, other scheduled maintenance, renewal overlays etc
- (d) Trimester report on emergency road and security assistance provided to users
- (e) Semester report on daily accidents indicating direction, cause and hour of the accident
- (f) Financial statements every Trimester
- (g) Semester report on environmental management
- (h) Monthly report of user complaints
- (i) Annual statement of insurance status
- (j) Inspection Reports
- (k) Semestral Reports on Major Repair and Unscheduled Maintenance

1.2 Traffic Forecast

The traffic growth projections in terms of composition and as Passenger Car Units (PCU) are given in the feasibility report, for the ramp, road and the bridge. Record of actual traffic flow will be kept and if warranted the traffic flow projections would be reviewed on period intervals. At all times from and after the date when fees are collected, the traffic using the Bridge shall continuously be measured keeping record of the vehicle flow. The said records would classify the vehicle flow by hourly, monthly, daily, type of vehicle, fees collected and including such other recommendation of the Independent Engineer. The particular traffic flow information shall include :

- (a) vehicular flow - hourly, daily, monthly, classified by direction, type of vehicle in the format established by the Independent Engineer
- (b) trimester report on emergency road and security assistance provided to users
- (c) semester report - daily accidents indicating direction, cause and hour of accident
- (d) completion of conservation plan - quantity of executed works and unit prices/ completion of scheduled maintenance
- (e) Annual Report - payment control - status of the road surface, potholes, cracks resistance to sliding based on the standards indicated in Schedule 2 & 3
- (f) Annual Work Plan - monthly activities

1.3 Traffic Arrangements

The Concessionaire shall be responsible for all maintenance services for traffic from the commencement date (the date from which the fee is leviable) till the end of the concession period (expiry/termination of concession). The Concessionaire shall also be responsible to take action during accidents, and to clear obstructions, wreckage, and broken down vehicles. For this purpose the Concessionaire shall ensure ready availability/accessibility to an ambulance and a tow vehicle at all times, starting from the commencement date of the Concession. Medical and emergency

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care assistance to be provided within 15 minutes of reported accidents. Any blocked lanes should be cleared within one hour of accident/completion of formalities relating to local police/other municipal authorities

The concessionaire will maintain the traffic arrangements at all times to achieve the following :

- free flow of traffic on bridge so as to not to exceed a level of services below "c"
- the lines for paying tolls should not exceed 300 metres or a waiting time of greater than 10 minutes
- maintain in good working order emergency communications and telephone on the bridge
- provide assistance to the local police and other authorities when requested
- submit a traffic circulation plan as part of the annual plan for renewals and overlays and major maintenance
- submit a Traffic circulation plan annually to the Independent Engineer

If the toll paying time and wait time exceed, as prescribed above, than the concessionaire shall either expand the toll plaza or provide the Independent Engineer with a plan to reduce traffic delays

1.4 Routine Maintenance

"Routine Maintenance" for the purpose of this concession shall include periodic inspections to assess the conditions of embankment, stone/gabbion protection, foundation, span, piers, returns, ventway clearance, bearings, cycle track, pavement, river training structure, super structure, expansion joints, drainage, railings, crash barriers, fee plaza, light and other components, maintenance and repairs thereof; painting, patch repairs and making-up defects, and any other activity, that is not specifically excluded as a "pavement renewal" or "overlay". The Routine maintenance shall be a continuous activity to ensure that the trafficability and riding quality/safety of the structures are maintained. The inspections in details shall be carried out 3 months prior to onset of every monsoon and as found necessary based on the inspections appropriate corrective measures would be initiated. The inspection should indicate whether the bridge maintenance is as indicated in outlined specifications shown in Schedule 3. After the monsoons again detailed inspections would be carried out and it would be ensured that the bridge, the ramp, and the cycle track are of appropriate quality.

Activities of routine maintenance shall be included in Annual Work Plan submitted to Independent Engineer for approval. These include :

- Repairs and upkeep of pavement, drainage works, road furniture, painting, pointing, plastering, clearance of vent-ways, etc. would also be included in routine maintenance.
- Cleaning of shoulders and medians
- Cleaning of drainage system
- Cleaning and repositioning of signage
- Repainting of lane markers
- Bridge maintenance

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1.5 Major Repairs and Unscheduled Maintenance

The Concessionaire shall inform Independent Engineer when work is necessary and use materials that allow for rapid return to normal service and organise work cruise to minimise disruptions. The Independent Engineer to approve work prior to commencement and after repairss are completed Independent Engieer shall confirm that maintenance/repairs confirms to the required standardss

1.6 Overlays

Based on the traffic projections and the design MSA, the Concessionaire shall indicate, in Annual Report, vis-a-vis the MSA projections, the point of time at which the pavement shall require an "overlay". For the purpose of this agreement an "overlay" is defined as a strengthening layer which is required over the entire extent of the pavement of the main carriageway and cycle track without in any way effecting the safety of the structures. "Overlay" shall be carried out by the Concessionaire upon receipt of Independent Engineer approval. Independent Engineer can also decide on overlays on particular sections based on pavement specifications given in Schedule 2 & 3

1.7 Renewals

A renewal shall be defined as the occurrence of:
the completion of the design life of the pavement; and
the requirement to remove the existing bituminous construction; and
an overlay design for a further design life of a minimum of 15 years.

Based on the traffic projections and the design MSA, the Concessionaire shall indicate, in Annual Report, vis-a-vis the MSA projections, the point of time at which the pavement shall require "renewal". "Renewal" shall be carried out by the Concessionaire upon receipt of Independent Engineer approval. Independent Engineer can also decide on renewals on particular sections based on pavement specifications given in Schedule 2 & 3

Renewal of bearings, expansion joinis, external cables, railings, crash barriers, light poles etc. shall be carried out based on the outcome of applicable periodical inspections

II SCOPE OF WORK FOR FEE OPERATIONS

2.1 General

The Concessionaire shall be responsible for the collection of fee, the accounting and security thereof, manning the fee booths and check barriers, operation and maintenance of fee collecting equipment, maintenance of the fee plaza (excluding the pavement), fee plaza lighting and all other works connected to the fee collection operation.

The Concessionaire shall send a monthly statement of fee collection to the Noida representative in approved frequency and formats, and such other reports and accounts as required under the concession. The initial format shall be approved by the Independent Engineer/Independent Audit

2.2 Fee Capacity Augmentation

The design and execution of the Concessionaire's fee strategy shall take into account the traffic forecast in the feasibility report and reviewed by the concessionaire periodically from time to time. Based on the actual traffic and its forecast, the Concessionaire shall plan for future fee collection augmentation measures so that the parameters satisfy the performance requirements. Such

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measures shall include the fee plaza expansion, capital investment in equipment or automation, additional booths, communication equipment, etc. based on specific indicator as detailed below :-

- free flow of traffic on bridge so as to not to exceed a level of services below "c"
- the lines for paying tolls should not exceed 300 metres or a waiting time of greater than 10 minutes
- maintain in good working order emergency communications and telephone on the bridge

2.3 *Fee Administration*

Fee shall be collected by issuing single tickets or monthly passes or in such other frequencies or modes as may be determined by the concessionaire in consultation with Noida and duly notified by Noida.

The Concessionaire has to arrange for security personnel for the fee plaza. An arrangement of a safe (or strong room) shall be made in the fee plaza. The Concessionaire shall also plan and execute appropriate arrangements for transfer of cash, payments for periodic passes (monthly passes or similar), accounting, and remittance of cash into the nominated bank accounts and do all such accounts necessary for smooth operation of the Fee Plaza

2.4 *Scope Of Other Works In Fee Operations*

The scope of works in this phase of the project shall include:

- (a) Manning fee plaza and check barriers and collection of fee.
- (b) Operation and maintenance of fee collecting equipment.
- (c) Accounting, and reporting at prescribed frequency.
- (d) Security arrangements at fee plaza and for carrying cash.
- (e) Maintenance of communication arrangements at fee plaza.
- (f) Measures to check and prevent fee leakage.
- (g) Maintenance of fee plaza
- (h) Signage (horizontal and vertical)
- (i) Lighting
- (j) Reporting accounting and any other works set out in the conditions of contract

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PART II

TECHNICAL SPECIFICATIONS GOVERNING MAINTENANCE (AND ANY ANCILLARY CONSTRUCTION WORKS)

1.1 *General Requirements*

The Technical specifications in accordance with which the entire work described hereinafter shall be maintained by the Concessionaire shall conform to design, operating and maintenance standards as detailed in paras 1.2 to 1.5 given below

1.2 *Part I: General Technical Specification*

This part shall comprise the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Third Revision) 1995 issued by the "Ministry of Transport, (Roads Wing) Government of India and published by the Indian Roads Congress, Jamnagar House, New Delhi - 110 011, and the other codes and specifications listed in this schedule.

1.3 *Part II: Supplementary Technical Specification*

This part shall comprise various amendments/modifications/additions to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" and the other codes and specifications referred above.

In partial modifications of the provision in the Part I "GENERAL TECHNICAL SPECIFICATIONS", all relevant specifications, standards, codes of practice, guidelines manuals and so on pertaining to road works, testing materials etc., as brought out by IRC, BIS, BS, ASTM, AASHTO, Ministry of surface Transport, Road and Buildings wing, Government of UP etc. may be referred in the absence of any definite provisions on any particular issue in the aforesaid specifications.

Wherever there are no appropriate specifications, standards available silent, the construction and completion of the works shall conform to Prudent Utility Practices/ practices of Roads and Buildings wing of the Government of UP

A particular clause or a part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" referred to in Part I where amended/modified/added upon as in Part II, the Amendment/Modification/Addition supersedes the relevant clause or part of the clause.

When an Amended/Modified/Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/modified clause or part thereof.

In so far as any Amended/modified/Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/modified/Added clause shall always prevail.

1.4 *Site Specific Requirements*

While carrying out any work, the Concessionaire shall ensure that any requirements specific to the site such as seismic zone, hydrological factors, temperature effects, effect of currents and presence of chemicals etc. Care shall be taken that these works conform to standards given in para 1.1 above

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1.5 Part III: Codes And Specifications

The maintenance and repairs shall be as per the design criteria of construction and Indian Roads Congress codes, and standards, supported by MOST SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Third Revision) 1995. Where relevant, the repairs and maintenance shall also satisfy the design criteria, Indian Standard Codes, and any other codes referred to in these IRC Codes and MOST specifications.

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PART III

PERFORMANCE STANDARDS

1.1 *Performance Standards For Maintenance.*

The detailed standards of performance are contained in Section 1.2 to 1.5. Independent Engineer shall impose sanctions and penalties for non-compliance with these structures as outlined in O&M Contract

1.2 *Roadway*

The time limits as set out in sub paras a) through o) below shall be specified by the Independent Engineer after consultation with the Concessionaire. The reports concerning operations and maintenance shall provide information about any schedule and unscheduled repairs. The concessionaire shall rectify any "pavement defect", roughness problems or other problems that renders the standard of the bridge in non compliance with the specifications. The time limit for rectification and the penalty and sanctions if not repaired within the cure period shall be spelt out in the O&M Contract

- a) Pavement: IRC 82, 1982, Code of practice for maintenance of bituminous surfaces of highways and MOST Specifications for Road and Bridge Works (Third Revision) or any modifications to these from time to time shall be followed.
- b) Any cavity of diameter 150 mm and depth 25 mm or more shall be classified as a pothole. Potholes are serious structural failures, and affect the level of service. In the event of a pothole being formed, it shall be repaired and rectified within a reasonable period
- c) Longitudinal/ Latitudinal depressions in the wheel tracks are classified as ruts. The depth of ruts, as measured on a 2m straight edge, shall not exceed 20 mm in any stretch of the Road. If a rut is formed, it shall be repaired and rectified within a reasonable period.
- d) Any physical damage to the road, median, carriageway, bridges and cross drainage works, road furniture, signs, markings and any other appurtenance which occurs due to any reason shall be repaired within a reasonable period
- e) Weekly inspections shall be done by the Engineer-in-charge of the maintenance operations to identify the more severe type of pavement distress.
- f) The pavement shall be maintained to provide a riding quality rating of 'Good'. The riding quality shall be measured in terms of the Unevenness Index (roughness index), which shall not exceed:
 - 3000 mm/Km in any stretch of the main carriageway of the Project Road.
 - 3500 mm/Km in any stretch of the paved shoulders and the cycle track.
- g) Roughness measurements shall be done by the concessionaire once in six months, one time being immediately after the monsoon and if in any stretch, the roughness index exceed the prescribed value, remedial measures have to be taken immediately to restore the riding quality.
- h) Any blemish in the surface of the pavement or cycle track, which affects or may affect the riding quality, serviceability or durability of the pavement or shoulder shall be termed as "Pavement defect".
- i) Monthly inspections shall be made and used to initiate appropriate corrective measures
- j) Once in six months (one period being immediately after the monsoon) a detailed pavement and cycle track condition survey shall be made. This inspection shall include:
 - longitudinal/Latitudinal and cross profile of the roadway i.e., slope and camber;
 - pavement condition and defect measurements;
 - inspection of road furniture, markings, signs, medians, separators and other appurtenances;
 - inspection of drainage system;

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- inspection of embankment and cutting side slopes, culverts, protective works;
- any other aspect having a bearing on road safety and serviceability;

- Any defects or deficiencies (other than those explicitly set out) noticed in any component of the project shall be made good by the Concessionaire within a reasonable time
- The geometric profile of the carriage-way, railing, cycle track shoulders and medians shall be maintained as specified at the construction design.
- Signs and markings shall be maintained to adhere to the specifications for the as-built form.
- All road furniture shall be maintained in as-built form.
- Cleaning of the roadway daily

1.3 Bridges & structures

Periodic inspection both pre-monsoon and post monsoon shall be carried out on the embankment, foundation, span, piers, returns, bearings, expansion joints, railings, crash barriers, drainage and appropriate corrective measure initiated keeping in view the codes prescribed under Specifications for Road and Bridge Works by the Indian Roads Congress 1995. Cleaning and repairs as warranted shall be carried out. Painting shall be carried periodically

1.4 Drainage System

- The inspection and maintenance shall follow the guidelines specified in IRC:SP35-1990 or any modification to it by Indian Roads Congress.
- Pre-monsoon inspection and repairs shall include: detailed condition inspection of the bridge, culverts and the longitudinal/latitudinal drainage system. This shall be followed by repairs as required. Clearance of waterways of CD works and bridge waterways (vegetation, silt) within the right-of-way and 100 m on either side of the right-of-way, clearing the longitudinal/latitudinal and surface drains, repairs to flooring and pitching and face walls which should be brought to intact condition and painting of bridge markings shall be carried out..
- During the monsoon, any blocked vent-ways shall be cleared immediately.
- After monsoon a summary inspection shall be done to identify any severe damage. One month after the cessation of rain, the structures shall be given one coat of white wash or colour wash as a protective measure.
- Cleaning of drainage shall be done daily

1.5 Performance Standards for Fee Operations

- The delay and queue at fee booths shall not exceed the levels assumed in the design specifications.
- The lighting arrangements at the fee plaza shall be maintained intact. The level of illumination shall be 250 Lux in the fee booth, and 200 Lux on the roadway. Standby power arrangements shall be provided.
- The roadway shall be kept clear of all obstructions to traffic. Broken down vehicles, accident remnants, fallen trees, or any other obstructions should be cleared at once, after completing any legal formalities. The availability of Tow-trucks, cranes, and other equipment required for this purpose has to be ensured.
- Accident relief measures, including an ambulance, shall be available round the clock. The response time should be the minimum. Traffic regulation and management to minimise the disturbance due to accident to other traffic shall be taken.
- An effective communication system shall be installed between the fee plaza on either side. The communication system shall have adequate standby to remain working continuously. Patrol or inspection vehicles should have VHF equipment to maintain contact with the fee plaza.
- The intersections at either end and in-between shall be managed such that delays to through traffic are minimised.

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- g) Regular patrolling shall be done to ensure smooth traffic movement on the Project Road. The frequency of the patrol shall be at least once in 6 hours for the entire length of the bridge and the ramp.
- h) The users shall be able to get monthly or other period passes readily.

1.6 *Compliance of Performance Standards*

The adherence to the performance standards shall be monitored by the Independent Engineer. In case of non-compliance in the opinion of the Independent Engineer the concessionaire would be liable for liquidated damages as provided in Part IV

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PART IV

SANCTIONS AND PENALTIES

The concessionaire shall ensure that the performance specifications/standards provided in Parts I, II and III of the Annex on Concessionaire O&M obligations are adhered to. In the event of concessionaire failure to comply with the performance requirements, the Concessionaire shall be liable to penalties and /or sanctions as determined by the IE and IA. The actual quantum of penalty would be spelt out in the O&M Contract to be finalised in consultation with the IE

An illustrative list of such penalties is given below.

- 1 Penalty per day for voluntary interruption of service without previous notification and authorisation of the Concessionaire
- 2 Penalty per day for tariff charged above the authorised level
- 3 Penalty per day for temporary alteration of service
- 4 Penalty for each day of delay in submitting technical and administrative reports
- 5 Penalty for works not completed in the annual work plan
- 6 Penalty for each day of delay that the financial statements have not been submitted in the appropriate form as indicated in 1.6 above
- 7 Penalty for providing incorrect information to the IE/IA and for false information
- 8 Penalty for non-compliance with IE/IA directives
- 9 Penalty for lack of security and adequate appearance of personnel
- 10 Penalty for lack of maintaining traffic flow as indicated by IE
- 11 Penalty for non-compliance with signage requirements
- 12 Penalty for each day that damaged installations are not repaired
- 13 Penalty for each day of delay to complete instructions indicated by the IE and illustrated in the Operating Book

[Handwritten signatures/initials]