

**APPOINTMENT OF INDEPENDENT ENGINEER DURING O&M PERIOD FOR  
KOZHIKODE CITY ROADS IMPROVEMENT PROJECT (KCRIP) - PHASE 1,  
THROUGH DBFOT ANNUITY MODE**

**REQUEST FOR PROPOSAL (RFP)**

**2<sup>ND</sup> CALL**  
**AUGUST, 2018**



**Kerala Road Fund Board**

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The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the KRFB or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the KRFB to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the KRFB in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the KRFB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The KRFB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The KRFB, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

**The KRFB also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.**

**The KRFB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.**

**The issue of this RFP does not imply that the KRFB is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the KRFB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.**

**The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the KRFB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the KRFB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.**

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## REQUEST FOR PROPOSAL (RFP)

2<sup>nd</sup> Call

### SECTION 1:

#### LETTER OF INVITATION TO CONSULTANTS

No. 2424/P1/KRFB/2018

dated 06.08.2018

Sub: Appointment of independent engineer during O&M period for Kozhikode city roads improvement project (KCRIP) – phase 1, in the state of Kerala on DBFOT annuity mode basis -

### 1. INTRODUCTION

- 1.1 Kerala Road Fund Board, a statutory body under Public Works Department (the “Authority”) has undertaken development of the Kozhikode City Road Improvement Project (KCRIP), Phase-1 (the “Project”) - development and up gradation of 22.251 Km of City roads through Public Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.
- 1.2 The Kerala Road Fund Board (KRFB) has entered into a Concession Agreement with M/s ULCCS Calicut City Infrastructure Development Private Limited (“Concessionaire”) through a competitive bidding process.
- 1.3 As per the Concession Agreement, the Concessionaire has to operate and maintain the project facilities for a Concession period of 17 years which includes construction period of two years and Annuity period of 15 years. The concessionaire has now completed the development and upgradation of 22.251 Km of roads under the project and the Executive Committee of KRFB has approved the COD for the project. The project has now entered the O&M phase.
- 1.4 The Executive Committee of Kerala Road Fund Board has further resolved to engage the services of competent and experienced consultant as Independent Engineer for providing the specified services during a period of 24 (Twenty Four) months. In pursuance of the above, the Chief Executive Officer, KRFB invites proposal from Technical consultants for the assignment as Independent Engineer during O&M period in accordance with the Terms of Reference (the “TOR”), more particularly to undertake, perform, carry out duties, responsibilities and services set forth in Concession Agreement.

### 2. SCOPE OF WORK:

The scope of work will broadly include supervision and monitoring of the O&M activities of the concessionaire and to ensure that the O&M activities are

as per the O&M schedule of the Concession Agreement and the O&M manual submitted.

**Table 1: DETAILS OF PROJECT**

<b>CORRIDOR 1: STADIUM Jn - PUTHIYARA Jn</b>	
Length of corridor	0.644 Km
Type of road	2 Lane carriage way
<b>CORRIDOR 2: KARAPARAMBA – KALLUTHANKADAVU</b>	
Length of corridor	4.526 Km
Type of road	4 Lane carriage way
<b>CORRIDOR 3: VELLIMADAKUNNU Jn – KOVOOR Jn</b>	
Length of corridor	2.735 Km
Type of road	2 Lane carriage way
<b>CORRIDOR 4: GANDHI ROAD – MINI BYPASS AND KUNIYILKAVU – MAVOOR ROAD Jn</b>	
Length of corridor	3.435 Km
Type of road	2 Lane carriage way
<b>CORRIDOR 6A: PANATHUTHAZHAM-CWRDM</b>	
Length of corridor	8.459 Km
Type of road	2 Lane carriage way
<b>CORRIDOR 7: PUSHPA Jn-MANKAVU Jn</b>	
Length of corridor	2.452 Km
Type of road	2 Lane carriage way

3.1 The interested consultancy firms may download the RFP from KRFB website w.e.f. 06.08.2018 (11.00 Hours) to 31.08.2018 (up to 17:00 Hours). The Consultant who download the RFP document from the website will be required to pay the non-refundable fee of Rs.2, 500/- (Rupees Two thousand and five hundred only) at the

time of the submission of the Bid proposal in the form of Demand Draft favouring ‘Kerala Road Fund Board’ and payable at Thiruvananthapuram.

- 3.2 The consultants shall submit proposals either in sole capacity or in JV or in Association. Joint Venture/Association shall not have more than two firms. Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing agencies for the works of Expressways, National Highways, ISC and EI Works and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture.
- 3.3 The consultant who was engaged by KRFB for the above project as Design Consultants for preparation of Detailed Project Reports and the Independent Engineer for construction supervision works shall not be permitted to submit proposal for providing the consultancy services as Independent Consultant for the same project either individually or in JV with other firms.
- 3.4 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the KRFB at any stage.
- 3.5 A brief description of the assignment and its objectives are given in the enclosed Terms of Reference. You are hereby invited to submit technical and financial proposals for the project in the manner prescribed in the RFP. Only one set of document each of “Technical Proposal” and “Financial Proposal” would suffice.
- 4 The Consultants may request a clarification of the RFP document before 16.08.2018 at 17.00 hrs. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client’s address indicated. The Client will upload replies to pre-proposal queries on its website.
- 5 The proposal shall be submitted in English Language and all correspondence would be in the same language.
- 6 This RFP is neither an agreement nor an offer by KRFB to the Applicant or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by KRFB in relation to the consultancy. Such assessments and statements do not purport to contain all the information that each

Applicant may require. The information contained in the ‘Terms of Reference’, may not be complete, or adequate. Each applicant should therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the client and the project site, and sending written queries to the client.

6.1 The following schedule is to be followed for this assignment:

- (i) Start of downloading/ Purchase of bid: 06.08.2018 (11:00 hrs)
- (ii) Last Date for submission of pre bid queries: 16.08.2018 (17:00 hrs)
- (iii) Pre proposal meeting: 17.08.2018 (11:00 hrs).
- (iv) Deadline for Submission of bids: 31.08.2018 (16:00 hrs).
- (v) Opening of Technical Proposal: 31.08.2018 (16:30 hrs)

## **7 Preparation of Proposal: The proposal must be prepared in two parts viz.,**

- Part 1: Technical Proposal
- Part 2: Financial Proposal

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

**7.1 Technical Proposal:** You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal. During preparation of the technical proposal, you must give particular attention to the following:

1. The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award.
2. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and a good working knowledge of English language is essential for key professional staff on this assignment.

## **8 Technical Proposal**

8.1 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Annexures.



- 8.2 A brief description of the firm's organization structure and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. The details of assignments on hand shall also be furnished.
- 8.3 A brief description of the methodology (work plan) which the firm proposes to undertake to execute the services, illustrated with bar charts of activities.
- 8.4 The composition of the proposed staff team, the tasks which shall be assigned to each and their timing.
- 8.5 CVs strictly in the prescribed format given in Annexures and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm
- 8.6 Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, it will lead to termination.
- 8.7 If same CV is submitted by two or more firms, zero marks shall be given for such CV.
- 8.8 All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- 8.9 Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- 8.10 Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- 8.11 A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- 8.12 Key personnel of the preferred Consultant shall be called for interview prior to the issue of letter of award.
- 8.13 Replacement of key personnel shall be considered only in unavoidable circumstances. 10% reduction in remuneration shall be considered for each such substitution up to 2 replacements.
- 8.14 In case during interaction with the key personnel, it is found that the key personnel proposed is unsuitable for the assignment position, his replacement

by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during interaction shall be made.

- 8.15 The technical proposal must not include any financial information. A Technical Proposal containing any such information shall be declared as Non Responsive.

## **9 The Financial Proposal**

9.1 The Financial Proposal must be strictly using the formats attached in Annexure-VI. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award.

9.2 Consultants may express the price of their services ONLY in the Local currency (Indian Rupees)

9.3 The GST shall be considered for release along with invoice, subject to condition that Consultant submits the proof of deposit of the same with a Certificate from CA firm within a period of 90 days of receipt of such tax.

## **10 Submission, Receipt And Opening Of Proposals**

10.1 The Original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections.

10.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a power of attorney accompanying the Technical Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

10.3 **The Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal ”. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal ”.** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name of the Assignment, submission address, name of the firm submitting the proposal etc.

- 10.4 The Proposal will form part of the contract entered with the selected consultant. The Consultants can familiarize themselves with project site and local conditions and take them into account in preparing their Proposals. The Consultants shall bear all costs associated with the preparation and submission of their proposals. KRFB/GoK is not bound to accept any or all proposals, and reserves the right to annual the selection process at any time prior to award of contract, without liability to KRFB/GoK.
- 10.5 The Consultants eligible for participating in the project shall be a single entity / firm or as JV/Association. Joint Venture shall not have more than two firms. The Consultant as single firm shall propose team having experts to take care of all aspects of the assignment as described in the Terms of Reference.
- 10.6 In case of Joint venture, one of the firms, which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU / agreement. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Clause 11.2.
- 10.7 Please note that (i) costs of preparing the proposal, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 10.8 The proposals must be properly signed as detailed below:
- By the proprietor in case of a proprietary firm
  - By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).
  - By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).
  - by the authorized representative in case of Joint Venture. In case a Joint Venture/Association of firms, the proposal shall be

accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association confirming the following therein:

- a. *Date and place of signing;*
- b. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
- c. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment.*
- d. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services;*
- e. *An undertaking that the lead partner will be liable to the Employer for the performance of the services and,*
- f. *The authorized representative of the joint venture/Association.*

10.9 Detailed RFP may be downloaded from [www.krfb.org](http://www.krfb.org). Applications are to be submitted in sealed covers within the stipulated time with the following details.

- i) Name of the lead member and associate firm with full contact address, e-mail id and phone number,
- ii) Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV;
- iii) Copy of Memorandum of Understanding between JV partners, if applicable;
- iv) Firms credentials as per format attached in Annexure of RFP.
- v) Technical proposal as per format attached in Annexure of RFP.
- vi) The Cost of RFP of Rs.2,500/- (Rupees Two thousand and five Hundred only) through Demand Draft in favour of “Kerala Road Fund Board” payable at Thiruvananthapuram.
- vii) Locals address if any with details of contact person:
- viii) Profile of the firm:
- ix) CV's of the key personnel with their undertaking regarding their availability for the Project for the entire appointment period:
- x) An authorized representative of the firm or the lead member shall initial all pages of the Proposal. The Request for Proposal and submittals by the applicant will form part of the agreement.

**The original documents should be submitted** in person or by Registered Post or by Courier **before 16:00 Hours Indian Standard Time on 31-08-2018, at the below mentioned address in the manner** and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person. Any proposal received by KRFB after the deadline for submission shall be returned unopened. KRFB shall not be responsible for any postal or courier delay.

**Chief Executive Officer**  
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## **11 Opening And Evaluation Of Applications:**

### **11.1 Proposal Evaluation:**

The evaluation of the proposals shall be carried out in two stages: first the quality (70% Weightage), and then the cost (30% Weightage). Financial proposals of firms who has secured the minimum technical score shall only be opened. The evaluation shall be carried out in full conformity with the provisions of the ToR.

### **11.2 Minimum Eligibility Criteria:**

The minimum eligibility criteria, in terms of Experience & Performance and Annual average turnover is as given below. The sole applicant shall fulfil all the requirements given in the table below.

TABLE 2

<b>Sl no</b>	<b>Minimum experience and performance (Technical Capacity) in last 5 years</b>	<b>Annual average turnover (Financial Capacity)</b>
1	The Consultancy firm should have minimum experience as Independent Engineer in supervision of construction/ O&M activities of at least one City/ Urban road Improvement project on PPP mode or as Independent Engineer in supervision of 2/4/6 laning project of aggregate length equal to 100 km or more on PPP/EPC mode.	Annual Turnover of the Consultancy Firm from its operations in India during the past 3 years should be Rs 10.0 Crores.

11.3 The consultancy firm must have the technical capacity and financial capacity as mentioned in Table-2. In case of JV, lead partner must fulfil 100% financial capacity and at least 75% of the Technical Capacity requirements as stated above. Other JV partner (not more than one partner shall be allowed) should fulfil at least 50% of the Technical Capacity requirements as specified above.

11.4 The format of submission of Consultancy Firms' Experience and Performance (Technical Capacity) and Average Annual Turnover (Financial Capacity) is as given in Annexure- Form E2 and Form E3 of Annexure II.

## 12 Selection Process

### 12.1 Evaluation of the Technical Proposal (Quality)

The following Criteria will be adopted by KRFB for the evaluation of the Technical Proposals submitted by Consultancy Firm.

1. *Background / Reputation of the Consultancy Firm*
2. *Consultancy Firm's relevant Experience*
3. *Quality of the Methodology and Work Plan Proposed*
4. *Team Composition and Experience of Key Professional & sub professional Staff proposed*

12.1.1 Bidders meeting the eligibility criteria are required to submit details of the Background / Reputation of the Consultancy Firm, Firm's experience in similar works, Details of Key Resource persons / Professionals with durations proposed to be deployed for the assignment together with their qualification and experience, Approach, Methodology and Work Plan proposed to be followed for carrying out the said assignment etc.

12.1.2 Bidders may be called upon to make a presentation of their proposals, at their own cost, to the Selection Committee, if required. The Selection Committee will carry out the technical evaluation applying the criteria and points rating as listed in the table below:

TABLE-4

Sl. No.	Parameter	Maximum Total Technical Score
1.	Bidder's background and profile in terms of the quantum and nature of consultancy assignment undertaken, overall experience and stature in the sector, Number of permanent key personals in the firm	10

2.	Relevant experience for the assignment	25
3.	Proposed Approach, Methodology and Work Plan for the undertaking of the project.	15
4.	Team Composition and Experience of Key Professionals & Sub professionals (CVs).	50
	<b>Total Technical Score</b>	<b>100</b>

12.1.3 The Maximum achievable total Technical Score for any bidder would be 100. **A minimum of 75 marks is necessary for qualifying in the Technical Proposal.** The financial proposals of firms scoring less than 75 marks out of 100 marks for their Technical Proposal would be returned, unopened.

**12.1.4 Consultancy Firm’s relevant Experience:** Bidders should indicate the number of completed projects, including the name of the Client for whom the assignment has been carried out. **Bidder’s experience in respect of this criterion should be supported by documentary evidence in the form of certificate from the client, clearly stipulating the services rendered by the Consultant.**

**12.1.5** Selection Committee would evaluate the experience of each firm/bidder in respect of eligible projects and assign score on its evaluation.

**12.1.6 Approach and Methodology-** Bidders are required to furnish a detailed write-up on their Conceptual Clarity and Understanding of the project and its objectives. (Review of scope of work and design review, construction supervision methodology, contract management approach, quality control and quality assurance, safety review/audit and O&M stage to be judged)

Bidders are also required to furnish the following:

- Proposed Approach
- Proposed Methodology and
- Work Plan to undertake the assignment.

12.1.7 The Selection Committee would evaluate each item above and assign appropriate score to every bidder based on its evaluation as under.

TABLE- 5

Sl.No.	Finding of Evaluation	% of points
1.	Not submitted (Failure)	0%
2.	Submission is below the requirement (Inadequate/poor)	30%

3.	Submission meets the requirement (Adequate/Fair)	75%
4.	Submission exceeds the requirement (Good)	90%
5.	Submission far exceeds requirement (Excellent)	100%

### 12.1.8 Team Composition and Experience of Key Personnel/Experts & Sub professional.

1. The Consultancy Firm shall submit the detailed bio data including educational qualification of all professional staffs (as specified in the ToR). The Consultancy Firm shall also submit assurance that all staffs will be available for the work. CV's of personnel who work as freelance consultants will not be accepted.
2. Selection Committee would evaluate each member proposed to be deployed based on their qualifications, experience etc., and assign score for every bidder based on its evaluation as detailed below:-

**TABLE-6**

#### Team Composition

S. No	Staff Position	No. of Professional Staff
1	Team Leader cum Senior Highway Engineer	1
2	Field Engineer	2

Sl. No.	Expertise	Marks
1	<p><b><u>Team Leader cum Senior Highway Engineer</u></b></p> <p>i) Adequacy of Educational qualification as per ToR = 5 marks.            ii) 15 years Experience as Highway Engineer = 15 marks (1 marks each will be given to every additional year of experience as Highway Engineer up to a maximum 5 years - 5 marks)            iii) Experience in similar capacity in O&amp;M of completed road projects on PPP mode = 5 marks</p>	30
2	<p><b><u>Field Engineer - 2</u></b></p> <p>i) Adequacy of Educational qualification as per ToR - <math>2.5 \times 2 = 5</math> marks.            ii) 7 years experience as Field Engineer - <math>6 \times 2 = 12</math> mark            iii) Experience in similar capacity in O&amp;M of completed project - <math>1.5 \times 2 = 3</math> marks</p>	20
	<b>Total</b>	<b>50</b>



- i. The qualifications and experience of proposed key personnel in their curriculum vitae must be accurate, complete, and signed by an authorized official of the Consultant and the individual proposed. The individuals shall be rated in the following three sub-criteria, as relevant to the task:
- ii. **Educational Qualification:** General education and training, length of experience, positions held, time with the consulting firm as staff, experience in developing countries, and so forth;
- iii. **Overall Experience for the assignment:** Training, and experience in the specific sector, field, subject, and so forth, relevant to the particular assignment;
- iv. **Age limit of Key Personnel:** Maximum age limit of Team Leader cum Senior Highway Engineer is 65 years and Field Engineer is 45 years as on submission of proposal.

## 12.2 Total Technical Score

The total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the parameter indicated above viz. experience, conceptual clarity and approach & methodology and team composition & experience.

## 12.3 Evaluation of Financial Proposal (Cost)

**12.3.1** After completion of the evaluation of Technical Proposal (quality), KRFB shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the ToR, indicating that their financial proposals will be returned unopened after completing the selection process. KRFB shall simultaneously notify the consultants that have secured the minimum qualifying mark, and indicate the date and time set for opening the financial proposals. The opening date shall not be sooner than one week after the notification date. The financial proposals shall be opened publicly in the presence of representatives of the consultant who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened. The KRFB shall prepare the minutes of the public meeting. The format of submission of the Financial Proposal is as given in Annexure VI-Form F.

**12.3.2** The Financial Proposal should be quoted in Indian Rupees as a lump sum professional fee, on a monthly basis and should be inclusive of the total cost of the, camp office, operating cost of office and transport and all other expenses.

12.3.3 For the purpose of evaluation, ‘cost’ shall exclude GST.

12.3.4 The bidder, who quotes the lowest professional fee, will be awarded a financial score of 100 marks and other bidders will be given financial scores that are inversely proportional to their quoted professional fees. **The formula for this will be,  $F = 100 \times (\text{Amount of Professional Fee Quoted by the Lowest Bidder} / \text{Amount Professional Fee Quoted by the Bidder under evaluation})$ .**

12.3.5 KRFB will correct any arithmetical errors in Financial Proposals. While correcting ‘arithmetical errors,’ in case of discrepancy between amount mentioned in words and figures, the lower among the two shall prevail and only be considered.

## **12.4 Combined Quality and Cost Evaluation**

The total score shall be obtained by weighting the Technical score and Financial score and adding them. The proposed weightings for technical score shall be 70 Points and financial score shall be 30 Points. If ‘T’ is the total marks scored in Technical Proposal, and ‘F’ is the marks scored for the Financial Proposal, **the final weighted score will be:  $0.70*T + 0.30*F$ .** The assignment shall be awarded to the bidder scoring the highest final weighted score.

KRFB, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to KRFB.

## **13 KRFB/Govt. of Kerala’s Interest**

Consultants shall provide professional, objective, and impartial advice and at all times and hold KRFB, PWD and Govt. of Kerala’s interest paramount.

## **14 Proposal Validity**

The Technical and Financial Proposal to be submitted by the Consultants should be firm and valid for a period of 120 days from the last date of submission of the proposal.

## **15 Availability of Key Professional Staff/Experts**

KRFB will require assurance that the Key professional staff proposed for the assignment by the Consultant will be available till completion of the assignment. KRFB will not consider substitutions during the contract unless KRFB is convinced

and is agreed in writing, to any substitution. Any proposed substitute shall have equivalent or better qualification and experience than the original candidate.

## **16 Confidentiality**

The Consultant shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions from KRFB.

## **17 Property Rights of Assignment Outputs**

The Consultant shall hand over soft copies of all the deliverables including workable Models with all linkages as developed for the assignment, drawings and all related working & outputs of the assignment generated for executing the assignment as and when requested by KRFB during the course of the assignment and on successful completion of the assignment.

Such deliverables including Models, drawings and related outputs are the Sole Property of KRFB and the Consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions by KRFB

## **18 Award of Contract**

The contract will be awarded on successful completion of the interview with the team members of the most preferred consultant. The contract will be signed in the standard form of contract.

## **19 Termination**

In case of non-performance, KRFB reserves the right to instruct the Consultant to suspend or terminate in full or any part of the Services. Such an instruction shall be issued in writing by the KRFB.

## **20 Penalty for Delay to Mobilisation**

20.1 Should the Consultant fail to:

- A. Provide the personnel in accordance with the Agreement within fourteen days (14) days of the Commencement Date; and/or
- B. Provide the personnel in accordance with the Agreement; and/or

C. Replace the personnel in accordance with the Agreement within twenty eight (28) days of it, then the Consultant shall pay to KRFB an amount equal to the daily rate of the personnel in question for every day or part thereof which shall have elapsed between the end of the periods stated in A to C above and the date which the personnel in question are provided by the Consultant for the Services. The penalties pursuant to this shall be payable by the sole fact of failure to provide personnel without the need for any notification or warning or recourse to judicial proceedings and without the need to prove the occurrence of damage or loss which will be considered existing in all cases.

20.2 If KRFB incurs any loss or expense as a result of errors or negligence by the Consultant, then the Engineer may take action which may include, but may not be limited to the following:

- A. Deduction of such loss and expense from any payments due;
- B. Termination of the Services of the Consultant;
- C. De-barring of the Consultant or his employees from any present or future projects; and
- D. Recourse to legal action.

The Consultant shall not be relieved of the any liabilities or obligations arising either under the Agreement or the Law by any approval, acceptance, or payment by KRFB.

21 KRFB will have the authority to cancel this invitation for bid without any reason.

22 The Proposals must reach Chief Executive Officer, Kerala Road Fund Board, TC 4/1654, Mayoaram, No. 7, Belhaven Gardens, Kowdiar P O, Thiruvananthapuram 695 003, on or before 16.00 hrs 31-08-2018 (IST) **delivered in person or by Registered Post or by Courier. Any proposal received by KRFB after the deadline for submission shall be returned unopened. KRFB shall not be responsible for any postal or courier delays.**

## TERMS OF REFERENCE (TOR)

### **INDEPENDENT ENGINEER DURING O&M PERIOD FOR KOZHIKODE CITY ROADS IMPROVEMENT PROJECT (KCRIP) – PHASE 1, THROUGH DBFOT ANNUITY MODE.**

#### **1 Scope**

These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Concession Agreement dated 22-07-2015 (the “Agreement”), which has been entered into between the KRFB and M/s ULCCS Calicut City Infrastructure Development Private Limited, (the “Concessionaire”) for development of Kozhikode City Road Improvement Project (KCRIP)-PHASE1 on design, build, finance, operate and transfer (DBFOT) Annuity mode. This TOR shall apply to the role of Independent Engineer as the agency in charge of the supervision and monitoring of the operation and maintenance activities of the concessionaire on the project roads.

#### **2 ROLE AND FUNCTIONS OF INDEPENDENT ENGINEER**

The Independent Engineer shall be responsible for the activities and efficiency of his staff for the satisfactory monitoring of the Operation & Maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M requirements.

The Independent Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the project. Some of the principal responsibilities of the Independent Engineer are:

- 2.1 Independently review, monitor and where required by the Agreement, to approve activities associated with the Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the DPR/Project Requirements,
- 2.2 Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- 2.3 Assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and
- 2.4 Review matters related to safety and traffic management measures adopted by the Concessionaire for the Project.
- 2.5 Review, inspection and monitoring of O&M as set forth in Concession Agreement, to ensure compliance with the O&M schedule and the O&M manual.

- 2.6 Review, inspection and monitoring of Divestment Requirements as set forth in the Concession Agreement and
- 2.7 Undertaking all other duties and functions in accordance with the Concession Agreement.

The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

### **3 Scope of services**

3.1 **Operation and Maintenance:** The Independent Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements as per the O&M schedule in the Concession Agreement and the O&M manual submitted by the concessionaire. The specific activities to be undertaken would include the following:

- 1) Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalising the same;
- 2) Monitor Operation and Maintenance activities (including maintenance of equipment, standards of service, traffic management, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- 3) Periodically review the O&M Manual for adequacy;
- 4) The Independent Engineer shall inspect the Project once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the KRFB and the Concessionaire within 7 (seven) days of the inspection.
- 5) The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 6) Review and ascertain the cost variation arising as a result of Change in Law and/or Change in Scope and determine the Additional Cost;

- 7) The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the KRFB and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 8) The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the KRFB and the Concessionaire within 7 (seven) days of receipt of such report.
- 9) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures; procedures, where necessary.

In the event of Emergency, the Independent Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary decommissioning of any Project Facilities.

### **3.2 Inspections & Frequency**

- 3.2.1 The Independent Engineer shall carry out inspection of entire road stretch as per the frequency as set forth in the Concession agreement.
- 3.2.2 The carrying out of condition surveys will be one of the most important and crucial field tasks under the project. The Independent Engineer shall carry out condition surveys as set forth in Concession Agreement.
- 3.2.3 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out or cause to be carried out for the purpose of determining that the road reach is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 3.2.4 In respect of any defect or deficiency referred to the Concession Agreement, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 3.2.5 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any payable by the Concessionaire to the KRFB for such delay.

- 3.2.6 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the KRFB as set forth in Concession Agreement.
- 3.2.7 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Concession Agreement.
- 3.2.8 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the project roads, the Independent Engineer shall review the same and send its comments to the KRFB and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 3.2.9 On requirement, the Independent Engineer shall carry out minor design works such as design of drainage, blackspot removal design, etc.

### **3.3 Meetings, Records and Reporting**

- 3.3.1 The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Implementation Period and once every two months during the Operations Period as also to participate in emergency or extraordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.
- 3.3.2 The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
1. Manpower deployed and other organisational arrangements of the Independent Engineer;
  2. Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, schedules, plans and reports;
  3. Inspections undertaken and notices! instructions issued to the Concessionaire;
  4. Review of compliance with Project Requirements;
  5. Tests;



6. Annuity claims certified;
7. Change of Scope and Change in Law;
8. Emergency (including accidents);
9. Breaches and defaults by the Parties; and
10. Handback Requirements

3.3.3 The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:

1. Monthly O&M Report (including Lane Availability, details of slippages and remedial measures)
2. Report on Tests and report on notices Issued
3. Any supplemental or special report that may be considered necessary by the Independent Engineer (including Emergency, Force Majeure, and breach of obligations)
4. Annual Review of O&M Manual

#### **3.4 Determination of costs and time**

- 3.4.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 3.4.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

#### **3.5 Assistance in Dispute resolution**

- 3.5.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 3.5.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### **3.6 Other duties and functions**

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

### 3.7 Miscellaneous

- 3.7.1 The Independent Engineer shall notify its programme of inspection to the KRFB and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 3.7.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the KRFB forthwith.

## 4 PERFORMANCE CLAUSE

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

## 5 CONSULTANT'S PROPOSAL

- 5.1 List of key personnel to be fielded by the Consultants shall be as below:
  - i. Team Leader Cum Senior Highway Engineer
  - ii. Field Engineer – 2 Nos.
- 5.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as Annexure-1. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Annexure-1 shall be evaluated at the time of evaluation of technical proposal. The age of the Team Leader cum Senior Highway Engineer should not be more than 65 years and Field Engineers should not more than 45 years as on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the KRFB works without completing of their assignment and

have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded.

## **6 PERIOD OF SERVICES**

6.1 The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.

6.2 The appointment of the Independent Engineer shall initially for a period of 24 months.

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in Annexure.

## **7 PERFORMANCE SECURITY**

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 26 months i.e. up to 2 months beyond the expiry of the Contract of 24 months. The BG shall be from a Nationalised Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

## Format for Bank Guarantee for Performance Security

### BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Chief Executive Officer  
Kerala Road Fund Board  
Thiruvananthapuram.

In consideration of “Kerala Road Fund Board (KRFB)” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at ..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. .... dated ..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding GST for “Consultancy Services for Independent Consultant during O&M Period for Kozhikode City Road Improvement Project (KCRIP-Phase 1 (Hereinafter called the “Contract”)), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. ....(Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract

between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein,

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

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

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

## Qualification and Experience Requirement of Key Personnel

### Team Leader cum Senior Highway Engineer

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	<b>Degree in Civil Engineering</b>
<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	Min. 20 years
	b) Experience in Highway projects	Minimum 15 years experience as Team Leader/Highway Engineer in Road/ highway projects.
	c) Experience in similar capacity	As Team Leader /Senior Highway Engineer /Project Manager of at least one city road improvement project/as Team Leader/Senior Highway Engineer in Construction Supervision involving 2 laning/ 4 laning/Urban roads of minimum 50km length. Weightage for candidates having experience in O&M works on PPP Annuity projects/ EPC mode.
<b>iii)</b>	<b>Maximum Age</b>	<b>65 years on the date of submission of Proposal</b>

### Field Engineer – 2 Nos.

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Degree in Civil Engineering / Diploma in civil engineering
<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	Min. 7 years for Graduate in Civil Engineering/ Min. 10 years for Diploma in civil engineering
	b) Experience in Road / Highway Projects	Min. 7 years on road/highway projects.
	c) Experience in similar capacity	As Field Engineer of atleast one city road improvement project or Road / highway projects (2/4/6 lane

		NH/SH/Urban roads) of minimum Aggregate length of 50 km..
iii)	<b>Maximum Age</b>	<b>45 years on the date of submission of Proposal</b>

### **Team Leader cum Senior Highway Engineer**

Some of the principal responsibilities of the Team Leader cum Senior Highway Engineer are:

- *Ensure the Concessionaire's compliance with the Contract Documents.*
- *Inspect all workmanship and materials.*
- *Coordinate the supply of vertical and horizontal controls for the Concessionaire.*
- *Coordination with stake holders*
- *Maintain all file records on designated forms. These records include all reports on work force, equipment, progress, safety, etc.*
- *Review and approve the Concessionaire's shop drawings.*
- *Locate, execute, and interpret all soils and materials testing according to the provisions in the Contract Documents and Standard Specifications.*
- *The Team Leader is responsible for Contract enforcement and is not to relieve the Concessionaire of his responsibilities without KRFB authorization.*
- *The Senior Highway Engineer/ Team Leader is responsible for the final materials submittals and review, which shall be forwarded to KRFB with recommendations for final approval.*
- *Check and certify payments for additional works.*
- *Check personnel, equipment, and material costs for all Variation Orders and Change Orders required under the terms of the Concession Agreement.*
- *Review requests for variation orders and time extensions.*
- *Preparation of the Monthly Report.*
- *Site Safety Monitoring wherein the monitoring activities, meetings, reviews, safety violations, rectification measures, and accident reports are included in the Monthly Progress Report.*
- *Inspect safety conditions and inform the Concessionaire of construction safety violations and follow up action to be taken.*
- *Attend all meetings, and prepare written minutes for distribution.*
- *Review, update, monitor, and report on the Concessionaire's work schedules, CPM-chart.*
- *Monitor and report on progress of scheduled utility relocation work.*
- *Provide all photographs before, during, and after construction necessary to provide adequate documentation of changes in site and adjacent structures.*
- *Review and approve the concessionaire's plans for protection of existing buildings and structures.*

## **Field Engineer**

Principal responsibilities of the Field Engineer is as follows:

- *Ensure performance of the work in strict accordance with the plans and specifications.*
- *Maintain a detailed diary of the day's work activities, issues, work approved or rejected, hours of operation, labour and equipment used, etc., and sign at the end of each day.*
- *Prepare daily progress report.*
- *Interface with the public, especially residents and business owners adjacent to the work, to mitigate the construction impacts.*
- *Coordinate with the Concessionaire's field staff in charge of the work on a daily basis to check on the proper execution of the work.*
- *Coordinate and arrange for sampling and testing of satisfactorily completed work, and quality assurance testing of suspect materials.*
- *Coordinate to check the line and grade of completed work for conformance with the plans and specifications.*
- *Report questionable methods of operation by the Concessionaire to the Team Leader and KRFB.*
- *Report any failure of the Concessionaires activities or deviations in the O&M schedule/O&M manual.*
- *Process the joint measurements forms and maintain records of where necessary*
- *Maintain detailed records of work performed by the concessionaire on a Day Works basis.*
- *Make special notes and document the Concessionaire's activities that may lead to claims.*
- *Coordinate with the Concessionaire's surveyor on work priorities and schedules.*

### **MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF AND OTHER STAFFS**

No	Position	Time period of Staff in Months	Total Time Input (in Months)
<b>KEY PROFESSIONAL STAFF</b>			
1	Team Leader cum Senior Highway Engineer	24	24
2	Field Engineer (2 Nos.)	48	48
			<b>72</b>



Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, \*\*\*\*\*  
\*\*\*\*\*

.....

Sub: Appointment of Consultant as Independent Engineer during O&M period for Kozhikode City Road Improvement Project (KCRIP-Phase 1)

Dear Sir,

With reference to your RFP Document dated ....., I/we i.e M/s-----  
------(Name of Bidder) h a v i n g examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the KRFB any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the KRFB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial KRFB or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 20 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this valid for 120 (One Hundred And Twenty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the KRFB or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.  
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant/Lead Member)

**FIRM'S REFERENCES**

**Relevant Services Carried out in the Last Five Years (2012-13 onwards), which Best Illustrate Qualifications**

The proposal should contain the following information in the format below

- Year of Establishment of Firm
- Average annual turnover (last Three years)

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

In the case of JV/Association, details of lead partner and other partner/associate shall also be furnished.

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

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

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

**Financial Capacity of the Applicant**

Name of Applicant:

SL.No	Financial Year Annual	Annual Turnover (Rs in Crores)
1	2017-2018	
2	2016-2017	
3	2015-2016	

**Certificate from the Statutory Auditor\$**

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

Name of the audit firm

Seal of the audit firm

Date

(Signature, name and designation of the authorized signatory)

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

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

### SITE APPRECIATION

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

#### Composition of the Team Personnel and the task Which would be assigned to each Team Member

##### I. Technical/Managerial Staff

S.No.	Name	Position	Number of personals appointed		Task Assignment
			Sole Applicants (Lead Member in case of JV)	JV2	
<b>1</b>					
<b>2</b>					

#### **APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics. Review of scope of work and design review, construction supervision methodology, contract management approach, quality control and quality assurance, and O&M stage to be judged

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

1. Proposed Position:

2. Name of Staff:

3. Date of Birth: **(Please furnish proof of age)**

4. Nationality:

5. Educational Qualification:

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

Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies:

7. Publication:

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

**8. Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience ***period of specific assignment must be clearly mentioned***, also give client references, where appropriate).

9. Summary of the CV

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

A) Education:

- i) Field of graduation and year
- ii) Field of post-graduation and year
- iii) Any other specific qualification

B) Experience

i) Total experience in highways: \_\_\_ Yrs.

ii) Responsibilities held: a) \_\_\_ Yrs.

b) \_\_\_ Yrs.

c) \_\_\_ Yrs.

iii) Relevant experience: \_\_\_ Yrs.

C) Permanent Employment with the firm:

\_\_\_ Yrs. If yes, how many years:

If no, what is the employment: Arrangement with the firm?

Certification:

1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*

2 I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself my qualification and my experience.

**Signature of the Candidate -----**

Place-----

Date-----

**Signature of the Authorized Representative of the firm -----**

Place-----

Date-----

Note: Each page of the CV shall be signed in Blue ink by both the staff member and the Authorized representative of the firm. Photocopies will not be considered for evaluation.



**FINANCIAL PROPOSAL**

FROM:

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TO:

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Sir:

Subject: Consultants' Services for

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Regarding Price Proposal

I/We Consultant/consultancy firm herewith enclose Price Proposal for selection of my/our firm/organization as Consultant for

Yours faithfully,

Signature -----

Full Name -----

Designation -----

Address-----

(Authorized Representative)

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

## **Format of Financial Proposal**

### **Summary of Cost in Rupees**

No.	Description	Amount (in Rupees) (INR)
I	Remuneration for Professional Personnel (inclusive of per diem allowance)	
II	Transportation	
III	Office Rent	
IV	Office Supplies, Utilities and Communication	
V	Office Furniture and Equipment (for site office - Rental)	
VI	Reports and Document Printing	
VII	Total cost net of GST*	
	GST	
	<b>TOTAL COSTS (Including GST)</b>	

\* Total Cost Net of GST shall be considered for financial evaluation

**Insurances shall not be allowed separately. These will be incidental to main items.**

*Rates for all items shall be quoted in figures as well as in words.*

### **BREAKDOWN OF COST**

Sl.No.	Description	Name	Unit	Quoted Amount in INR		
				Rate	MM	Amount (INR)
<b>Key Professional Staff</b>						
1	Team Leader cum Senior Highway Engineer		MM			
2	Field engineer - I	TBN	MM			
3	Field engineer - II	TBN	MM			
SUB TOTAL						

**D. Transportation (Fixed rate on rental basis)**

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc.

1	Car 1		Ls/ Month			
SUB TOTAL D						

**E. Other**

1	Office building rent		Ls/ Month			
2	Office Furniture, supplies & communication		Ls/ Month			
3	Monthly Progress Report		Ls/ Month			
SUB TOTAL E						

**TBN = To Be Named** \*The man-month against each key personnel/sub – professional shall be same as specified