

**APPOINTMENT OF INDEPENDENT ENGINEER FOR ALAPPUZHA CITY
ROADS IMPROVEMENT PROJECT (ACRIP) – PHASE 1, THROUGH DBFOT
HYBRID-ANNUITY MODE**

REQUEST FOR PROPOSAL (RFP)

November 2018



Kerala Road Fund Board

TC 4/1654, Mayoaram, No: 7,
Belhaven Gardens, Kowdiar P.O,
Thiruvananthapuram 695 003
Tel: +91-471-2726080, Fax: +91-471-2726080,
Web: www.krfb.org

DISCLAIMER

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 Authority 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 an invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 Authority, 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 Authority 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 Authority 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 Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority 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 Authority 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 Authority 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.

Table of Contents

Section	Particulars	<u>Page No</u>
Section 1	LETTER OF INVITATION TO CONSULTANTS	5 to 26
Section 2	TERMS OF REFERENCE	27-36
Section 3	FORMATS FOR SUBMISSION OF PROPOSAL & ANNEXURES	37-59

REQUEST FOR PROPOSAL (RFP)

SECTION 1:

LETTER OF INVITATION TO CONSULTANTS

No. 2081/P1/KRFB/2017

dated. 09/11/2018

Sub: Appointment of independent engineer for Alappuzha city roads improvement project (ACRIP) – phase 1, in the state of Kerala on DBFOT- Hybrid annuity mode basis –

1.1 INTRODUCTION

- 1.1 Kerala Road Fund Board, a statutory body under Public Works Department (the “Client”) has decided to undertake development of the Alappuzha City Road Improvement Project (ACRIP), Phase-1 (the “Project”) - development and up gradation of 46.712 Km of City roads through Public Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.
- 1.2 The Concession agreement has been executed with M/s Rohan Rajdeep Tollways Ltd (“Concessionaire”) for the implementation of the Project. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement, which would be executed between the KRFB and the Concessionaire.
- 1.3 As per the Concession Agreement, the Concessionaire has to construct the project facilities in accordance with construction and design requirements and has to operate and maintain the project facilities for a Concession period of 15 years which includes construction period of two years and Annuity period of 13 years.
- 1.4 The Government of Kerala has further decided to engage the services of competent and experienced consultants for providing the specified services during a period of 30 (Thirty) months. In pursuance of the above The Chief Executive Officer, KRFB invites proposal from Technical consultants for the assignment as Independent Engineer in accordance with the Terms of Reference (the “TOR”), more particularly to undertake, perform, carryout duties, responsibilities and services set forth in the Concession agreement. The period of assignment is 30 months.

1.5 The period of assignment is given below;

1	Development period	3 months
2	Construction Period	24 months
3	O&M period	3 months

2 INFORMATION TO CONSULTANTS

- 2.1** The interested consultancy firms may download the RFP from KRFB website w.e.f. 09.11.2018 (12.00 Hours) to 28.11.2018 (upto 16:00 Hours). The Consultant who download the RFP document from the website will be required to pay the non-refundable fee of Rs.5,000/- (Rupees Five thousand 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.
- 2.2** The consultants shall submit proposals either in sole capacity or in Joint Venture 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 Kerala PWD 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.
- 2.3** The Consultants who were engaged by KRFB for the above project as Design Consultants for preparation of Detail Project Reports shall not be permitted to submit proposal for providing the consultancy services as Independent Consultant for the same project either individually or in Joint Venture with other firms.
- 2.4** Consultants 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 that 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.
- 2.5** 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.
- 2.6** The Consultants may request a clarification of any of the RFP documents before 14.11.2018 at 1500 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.
- 2.7** The proposal shall be submitted in English Language and all correspondence would be in the same language.
- 2.8** 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.

- 2.9** 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. The period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 2.10** If it is established that any Key Expert nominated in the Consultant's Proposal is not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- 2.11** The Client will make its best effort to award the work within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- 3** The following schedule is to be followed for this assignment:
- (i) Start of downloading/ Purchase of bid : 09.11.2018 (12:00 hrs)
 - (ii) Last Date for submission of prebid queries : 14.11.2018 (15:00 hrs)
 - (iii) Pre proposal meeting : 15.11. 2018 (11:00 hrs).
 - (iv) Deadline for Submission of bids: 28.11.2018 (16:00 hrs).
 - (v) Opening of Technical Proposal: 28.11.2018 (16:30 hrs)

4 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 Terms of Reference. The proposal found deficient in any respect of these requirements will not be considered for further evaluation.

4.1 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 pay 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. The Consultants should prefer to field as many of their permanent staff as possible.
3. 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.

5 Technical Proposal

- 5.1** Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Annexures.
- 5.2** 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.
- 5.3** A brief description of the methodology (work plan) which the firm proposes to undertake to execute the services, illustrated with bar charts of activities.
- 5.4** The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- 5.5** 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.
- 5.6** 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 (Ref. Annexure). If any information is found incorrect, at any stage, it will lead to termination.

- 5.7** If same CV is submitted by two or more firms, zero marks shall be given for such CV.
- 5.8** All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- 5.9** Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- 5.10** 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.
- 5.11** 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.
- 5.12** Each key personnel of the preferred Consultant shall be called for interview prior to the issue of letter of award.
- 5.13** Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted prior to the issue of letter of award. 10% reduction in remuneration shall be considered for each such substitution upto 2 replacements. In case during interactions, more than one replacements are sought by the selected consultant, his proposal shall be considered as Non-Responsive. In such case the next highest scoring firm shall be considered as L1.
- 5.14** 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.
- 5.15** The technical proposal must not include any financial information. A Technical Proposal containing any such information shall be declared as Non Responsive.

6 The Financial Proposal

- 6.1 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.
- 6.2 Consultants may express the price of their services ONLY in the Local currency (Indian Rupees)
- 6.3 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.

7 Submission, Receipt And Opening Of Proposals

- 7.1 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.
- 7.2 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.
- 7.3 **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 etc.
- 7.4 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.

- 7.5** The Consultants eligible for participating in the project shall be a single entity / firm or as Joint Venture/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.
- 7.6** 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 Joint Venture to be eligible for bidding, the experience of lead partner and other partner should be as indicated in Paragraph 9.3
- 7.7** Please note that (i) costs of preparing the proposal and 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.
- 7.8** 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. 200 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. 200 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.200, 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 Joint Venture/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.*

7.9 Bid Security: A bidder is required to deposit along with its bid, a bid security of Rs.2,00,000/- (Rupees Two Lakhs Only) not later than 120 days from the bid due date. The bidders will have an option to provide bid security in the form of a demand draft or bank guarantee from a bank acceptable to the client.

The bid shall be summarily rejected if it is not accompanied by the bid security. The bid security of unsuccessful bidders will be returned by the client without any interest on acceptance of the bid of the selected bidders. The bid security of the successful bidder shall be returned on execution of the agreement and furnishing of the performance security.

The bid security shall be forfeited and appropriated by the client as mutually agreed genuine pre estimated compensation and damages payable to the client for inter alia, time, cost and effort of the authority without prejudice to any other right or remedy that may be available to the client hereunder or otherwise under the following conditions:

- (a) If a bidder submits a non- responsible bid
- (b) If a bidder engages in a corrupt or fraudulent practise or furnishes knowingly false information or information that the consultant does not believe to be false.
- (c) If a bidder withdraws its bid during the period of validity as specified in the RFP.
- (d) In case of selected bidder, if he fails within the specified period:
 - (i) To sign the agreement
 - (ii) To furnish the performance security within the prescribed period in the agreement.

7.10 Detailed RFP may be downloaded from 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 Joint Venture;**
- iii. Copy of Memorandum of Understanding between Joint Venture 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.5,000/- (Rupees Five thousand only) through Demand Draft in favour of “Kerala Road Fund Board” payable at Thiruvananthapuram.**
- vii. Bid security of Rs. 2,00,000 /- (Rupees Two Lakhs only) through Demand Draft in favour of “Kerala Road Fund Board” payable at Thiruvananthapuram or bank guarantee from a bank acceptable to the client.**
- viii. Locals address if any with details of contact person:**
 - ix. Profile of the firm:**
 - x. CV’s of the key personnel with their undertaking regarding their availability for the Project for the entire appointment period:**
 - xi. 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 so as to reach **before 16:00 Hours Indian Standard Time on 28-11-2018, 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
TC 4/1654, Mayoaram, No: 7,
Belhaven Gardens, Kowdiar P.O,
Thiruvananthapuram 695 003
Tel: +91-471-2726080, Fax: +91-471-2726080,
Web: www.krfb.org
Email id: info@krfb.org

8 SCOPE OF WORK:

The scope of work will broadly include rehabilitation, up gradation and widening of the existing carriageway to two/four lane configuration with construction of new pavement, rehabilitation of existing pavement, junction development, drain etc.

Table 1: DETAILS OF PROJECT

ALAPPUZHA CRIP - PHASE 1					
Sl No.	Corridor No	Corridor name	Start point	End point	Length (Km)
1	1	Changanasserry jn– Kalarcode jn	Changanassery junction	Kalarcode junction	1.33
2	2	Kalarcode–YMCA	Kalarcode Junction	YMCA Junction	3.87
3	3	Kaithavana–Police Outpost	Kaithavana Junction	Police Outpost (Vadai Canal)	3.52
4	4	Savakottapalam- YMCA, Police Outpost- KSRTC	Savakottapalam	KSRTC Bus stand	1.39
5	5	Chudukadu Junction– Pulayanvazhy– Vellakinar Junction– Market–Vazhichery Bridge	Vazhichery Bridge Jn (Vadai canal)	Chudukadu	2.86
6	6	Pulayanvazhy– Railway Station– Beach road	Thiruvambady Jn	Beach	1.75
7	7	Valiyakulam Jn– Collectrate Jn– Kommadi Jn	Kommadi Jn	Valiyakulam Jn	3.90
8	8	Kommadi Jn– Kaichoondimukku	Kaichoondimukku	Kommadi JN	1.25
9	9	Jilla Court Bridge – Zero Junction	Jilla Court Jn	Zero Jn	0.65

10	10	Iron Bridge–Stone Bridge (Both sides of the canal)	Iron Bridge	Stone Bridge	4.84
11	10A	Stone Bridge – Chungam road	Stone Bridge	Chungam Road	0.63
12	11	Beach–Pitchuiyer jn–Mullakkal	Mullakkal Junction	Beach	2.91
13	12	Savakotta Bridge (North side) – YMCA	Savakottapalam (North side)	Jilla Court Bridge (may be YMCA)	1.11
14	13	Thathampally–Punnamada Jn	Punnamada Jn	Thathampally	3.13
15	14	Bappu vaidyar–Thumpoli Church Jn	Thumpoli Church Jn	Bappu vaidyar	2.26
16	15	General Hospital–Beach Road	General Hospital	Beach Road	2.16
17	16	DTPC Old Foot Bridge–Start point of Nehru Trophy boat race (Punnamada Jn)	DTPC Old Foot Bridge	Start point of Nehru Trophy boat race	3.25
18	17	KSRTC - Chungam road	KSRTC	Chungam road	0.93
19	18	Pazhaveedu - Thiruvambadi	Pazhaveedu	Thiruvambadi	0.82
20	19	Savakottapalam - Muppalam - Railway station road	Savakottapalam	Railway station road	1.88
21	20	Savakottapalam - Muppalam	Savakottapalam	Muppalam	1.34
22	21	Vattappalli - Zakariya Bazar - Kochukada	Vattappalli	Kochukada	0.97

Total length 46.712

9 Opening And Evaluation Of Applications:

9.1 Proposal Evaluation:

The evaluation of the proposals shall be carried out in two stages: first the quality (80% Weightage), and then the cost (20% Weightage). Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation, including any Bank reviews and no objection, is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the ToR.

9.2 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

Sl no	Minimum experience and performance (Technical Capacity) in last 5 years	Annual average turnover (Financial Capacity)
1	The Consultancy firm should have minimum experience in project supervision/Independent/Engineer/PMC of 2/4/6 laning project of aggregate length equal to 100 km or more of similar category for which RFP is invited	Annual Turnover of the Consultancy Firm from its operations in India during the past 3 years should be Rs 5.0 Crores.
2	Firm should also have experience of Project Supervision/IC/PMC of at least one project PPP mode of 2/4/6 laning of 25 km of project length	

9.3 The Independent Engineer and his team must have the qualification and experience mentioned in Table-2. In case of Joint Venture, lead partner must fulfil the requirements as stated above. Other Joint Venture partner/Associate firm (not more than one partner shall be allowed) should fulfil at least 40% of eligibility criteria as indicated

9.4 The format of submission of Consultancy Firms' Experience and Performance (Technical Capacity) and Average Annual Turnover (Financial Capacity) is as given in Annexure.

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

get 75% weightage; if it was the other partner in a Consortium of two firms/an associate member it would get 25% weightage for the respective assignment. The above weights are reflected in the following table:

TABLE-3

Sl.No.	Status of the firm	Weightage for experience
1	Sole firm	100 %
2	Lead partner in a Joint Venture	75%
3	Other partner in a Joint Venture/Associate	25%

10 Selection Process

10.1 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. *Consultancy Firm's relevant Experience*
2. *Quality of the Proposed Approach, Methodology and Work Plan for the undertaking of the project.*
3. *Team Composition and Experience of Key Professional Staff proposed*

10.1.1 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Annexure

- A brief description of the firm's organisation 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.*
- Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any;*

- iii) *Proposed methodology for the execution of the services illustrated with bar charts of activities. The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions.*
- iv) *The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;*
- v) *Requirement for submission of CVs.*

10.1.2 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 tables below:

TABLE-4

Sl. No.	Parameter	Maximum Total Technical Score
1.	Relevant experience for the assignment	45
2.	Proposed Approach, Methodology and Work Plan for the undertaking of the project.	5
3.	Team Composition and Experience of Key Professionals (CVs).	50
	Total Technical Score	100

TABLE-5

Sub criteria for Relevant Experience of the firm for the assignment:

Parameter	Max Marks
Year of Establishment of the Firm (In case of Joint Venture year of establishment of Lead partner shall be considered) (Min 5 Years) For 5 Years- 5 Marks > 5 years -10 Marks	10
Average Annual Turnover (last 3 years) from consultancy business (Min. 5 crore) 5-10 Crores -2 Marks 10-15 Crores -5 Marks > 15Crores -10 Marks	10

Numbers of key personnel with the firm more than one year with the firm < 2 Nos -0 Marks ≥ 2 Nos- 5 Marks	5
Experience as Independent Engineer/ Authority Engineer/ Supervision consultants for two construction projects of two/four/six laning of 30% of project length each or one project of two/four/six laning of 50% of project length in last 5 years Minimum criteria as above- 15 Marks For every additional projects – 1 mark each up to a maximum of 5 Marks	20
Total	45

Note: Experience of Consultant for having offered consultancy services to a private organization shall also be considered as relevant experience for current assignment, provided the experience is duly endorsed by the respective Government Agency.

TABLE-6

Sub criteria for Adequacy of the proposed work plan and methodology

Parameter	Maximum Total Technical Score
Site Appreciation (i) Average 0.50 (ii) Good 1.00 (iii) Very Good 2.00	2
Quality of Approach and Methodology (approach and initial view on project plan including key challenges envisaged and potential solutions) (i) Average 0.50 (ii) Good 1.00 (iii) Very Good 2.00	2
Internal Quality Audit Methodology to be adopted (Quality Assurance Plan) (i) Average 0.50 (ii) Good 0.75 (iii) Very Good 1.00	1
Total	5

10.1.3 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.

10.1.4 Team Composition and Experience of Key Personnel/Experts

1. The Consultancy Firm shall submit the detailed bio data including educational qualification of all the key personnel (as specified in the ToR). The Consultancy Firm shall also submit assurance that all the key personnel will be available for the study. 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-7

Team Composition

S. No	Staff Position	No. of Professional Staff
1	Team Leader cum Senior Highway Engineer	1
2	Material Engineer	1
3	Road Safety Expert	1
4	Environmental Engineer	1
5	Quantity Surveyor	1
6	Field Engineer	3
7	Lab Technician	1
8	Land Surveyor	1

TABLE-8

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

Sl. No.	Expertise	Marks
1	Team Leader cum Senior Highway Engineer i) Adequacy of Educational qualification and experience as per ToR = 20 marks. ii) Post-graduation in Highway Engineering/Transportation Engineering/PMP = 3 marks iii) Experience up to 15 years = 2 mark Experience more than 15 years = 1 mark (Add 0.25 mark extra for each additional year of experience subject to a maximum of 1 mark)	30

	iv) Experience in similar capacity in BOT annuity project = 2 marks v) Employment with the firm = 2 mark	
3	Material Engineer i) Adequacy of Educational qualification and experience as per ToR = 12 marks. ii) Experience in similar capacity in PPP-BOT project = 3 marks iii) Experience upto 10 years = 2 mark Experience more than 10 years = 1 mark (Add 0.25 mark extra for each additional year of experience subject to a maximum of 1 mark) iv) Employment with the firm = 2 mark	20
	Total	50

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 key personnel is 65 as on submission of proposal.

10.2 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.

10.3 Evaluation of Financial Proposal (Cost)

10.3.1 After the completion of evaluation of Technical Proposal (quality) is completed, 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**.

10.3.2 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, Supporting staff, camp office, operating cost of office and transport and all other expenses.

10.3.3 For the purpose of evaluation, 'cost' shall exclude GST.

10.3.4 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, $F = 100 \times (\text{Amount of Professional Fee Quoted by the Lowest Bidder} / \text{Amount Professional Fee Quoted by the Bidder under evaluation})$.**

10.3.5 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.

10.4 Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the technical score and financial scores and adding them. The proposed weightings for technical scores shall be 80 Points and cost shall be 20 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: $0.80*T + 0.20*F$.** 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.

11 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.

12 Proposal Validity

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

13 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.

14 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.

15 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

16 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 within 14 days from the date of receipt of letter of acceptance.

17 Insurances to be Taken out by the Consultant

The Consultant

- (i) shall take out and maintain, within 14 days from the date of receipt of letter of acceptance to take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in (iii) below, and
- (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- (iii) The insurance coverage against the risks shall be as follows:**
 - (a) Professional liability insurance, with a minimum coverage of Thirty lakhs
 - (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts with a minimum coverage of *as per Motor vehicle Act – Ten lakhs*
 - (c) Third Party liability insurance, with a minimum coverage of Fifty lakhs
 - (d) employer's liability and workers' compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

18 Settlement of Disputes

18.1 Amicable settlement

- (i) The Parties shall seek to resolve any dispute amicably by mutual consultation.
- (ii) 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 fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 18.2 shall apply.

18.2 Dispute resolution

- (i) Dispute and differences between parties arising out of or in connection with the contract, if not settled amicably between parties as stated in clause 18.1, shall be referred to an adjudicator to be appointed jointly by the parties, not later than 28 days from the date of receiving notice by either party regarding the dispute.
- (ii) The adjudicator shall, within 60 days after receiving such reference, give its decision, which shall be reasoned and shall state that it is given under this sub clause.

The decision of the adjudicator thereon shall be final and binding on both parties.

- (iii) If either party is dissatisfied with the decision of the adjudicator shall, within 28 days after receiving the decision, give notice of dissatisfaction to the other party indicating its decision and intention to commence proceeding through Civil Court for the settlement of such disputes and differences.

The Civil Court at Thiruvananthapuram shall be having jurisdiction on such matters.

19 Termination

- (i) In case of non-performance, KRFB reserves the right to instruct the Consultant to suspend or terminate any part or all of the Services. Such an instruction shall be issued in writing by the Client.
- (ii) If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 21.1 of the Concession Agreement.

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 date 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 KRFB 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 28.11.2018 (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 FOR ALAPPUZHA CITY ROADS IMPROVEMENT PROJECT (ACRIP) – PHASE 1, THROUGH DBFOT-HYBRID ANNUITY MODE

1 Scope

These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Concession Agreement which has been entered into between the KRFB and M/s Rohan Rajdeep, (the “Concessionaire”) for development of Alappuzha City Road Improvement Project (ACRIP)-PHASE1 on design, build, operate and transfer (the “DBOT Annuity”). This TOR shall apply to the role of Independent Engineer as the agency in supervising and monitoring of the construction, 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 execution of the work under his supervision. He has the responsibility to build and maintain an organization that can effectively provide the necessary staking, testing, and inspection to ensure that the project is constructed according to the plans and specifications and in compliance with the Concession Agreement. The Independent Engineer should familiarize himself rapidly with the plans, specifications, and any Contract amendments to effectively administer the work. 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 Concession Agreement to approve activities associated with the Design, Construction, and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the DPR/Project requirements.
- 2.2 review of the Drawings and Documents as set forth in Paragraph 3.
- 2.3 review, inspection and monitoring of Construction Works as set forth in Paragraph 4.
- 2.4 Ensure the Concessionaires compliance with the Concession Agreement and Detailed Project Report
- 2.5 Inspect all workmanship and material
- 2.6 Make layout checks in line with approved lines and grades.
- 2.7 Report to the parties of Concession Agreement on the various physical, technical and financial aspects of the project based on inspections, site visits and tests.

- 2.8 Review matters related to safety and traffic management measures adopted by the Concessionaire for the project.
- 2.9 Assist and coordinate with other road users and stake holders in handling issues related to utility lines and other hindrances for the speedy implementation of the project.
- 2.10 assisting the Parties in resolution of disputes as set forth in Paragraph 7; AND
- 2.11 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 Development Period

- 3.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the KRFB and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 3.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 3.3 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4 Construction Period

- 4.1 In respect of the Drawings and Documents received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 3 shall apply, mutatis mutandis.
- 4.2 The Independent Engineer shall review the monthly progress 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.

- 4.3 The Independent Engineer shall inspect regularly the Construction Works and the Project, and make out a report of such inspection (the “Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the KRFB and the Concessionaire within 7 (seven) days of the inspection.
- 4.4 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.4, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works (the “Quality Control Manuals”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 4.5 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 4.4, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 4.6 The timing of tests referred to in Paragraph 4.4, and the criteria for acceptance/rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

- 4.7 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 4.5 shall apply to such tests.
- 4.8 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which Commercial Operation Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the KRFB and the Concessionaire forthwith.
- 4.9 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the KRFB forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 4.10 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the KRFB forthwith, recommending whether or not such suspension may be revoked by the KRFB.
- 4.11 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall with the specific prior approval of the authority, determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the KRFB and the Concessionaire of the same.
- 4.12 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Concession Agreement and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under

this Paragraph 4.12 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 13 &14 and Schedule-I of the Concession Agreement.

- 4.13 Upon reference from the KRFB, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 of the Concession Agreement and certify the reasonableness of such costs for payment by the KRFB to the Concessionaire.
- 4.14 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.
- 4.15 Upon reference from the KRFB, the Independent Engineer shall undertake the assessment of cost of civil works, as per applicable schedule of rates, for the reduction of Scope of work as provided in the Concession Agreement.
- 4.16 Verify the 'As Built' drawings for each component of the work prepared by the concessionaire and required removal of deficiencies found there.
- 4.17 Review and ascertain the cost variation as a result of change in scope and determine the additions/reduction in cost.
- 4.18 On issue of completion certificate Independent Engineer shall review the works completed based on the 'As Built' drawings and submit a report regarding any addition/deletion of scope of works of construction.
- 4.19 On issue of completion certificate the Independent Engineer shall submit a Road Safety Audit Report.

5 Operation Period

- 5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 3 shall apply, mutatis mutandis.
- 5.2 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.
- 5.3 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.

- 5.4 The Independent Engineer shall inspect the Project, 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 Operation & Maintenance 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.
- 5.5 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 Project 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.
- 5.6 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K of 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.
- 5.7 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.
- 5.8 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 re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the KRFB under Clause 17.7 in Article -17

- 5.9 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4 of Concession Agreement.
- 5.10 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project, 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.
- 5.11 The Independent Engineer shall undertake traffic sampling, as and when required by the KRFB, under and in accordance with the provision of this Agreement.

6 Determination of costs and time

- 6.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Concession Agreement.
- 6.2 The Independent Engineer shall determine with the specific approval of KRFB, the period, or any extension thereof, that is required to be determined by it under the Concession Agreement.

7 Assistance in Dispute resolution

- 7.1 When called upon by either Party, the Authority and the Concessionaire in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 7.2 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.

8 Other duties and functions

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

9 Miscellaneous

- 9.1 The Independent Engineer shall notify its programme of inspection to the client and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

- 9.2 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 client forthwith.
- 9.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the client along with its comments thereon.
- 9.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 9.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the client or such other person as the client may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium as may be acceptable to the client.
- 9.6 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

10 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.

The Independent Engineer shall appoint senior most technical director or equivalent as its authorised representative, who shall correspond with the KRFB besides Team Leader to monitor the performance of its staff, undertake quarterly site inspections and give a report to KRFB on such inspection for comments and suggestions of KRFB for future compliance, issue on behalf of the IE, the Provisional Completion Certificate and Completion Certificate and shall carry out any such task as may be decided by KRFB. The Independent Engineer shall take prior approval of KRFB before issuing Provisional Completion Certificate and Completion Certificate. The proposal submitted shall also include the name of the

authorised representative along with the authorization letter and power of attorney. No separate payment shall be made for such inputs and site visits of the authorized representative as the same shall be treated as incidental to the assignment

11 CONSULTANT'S PROPOSAL

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

- i. Team Leader Cum Senior Highway Engineer -1 No
- ii. Material Engineer -1 No
- iii. Road Safety Expert -1 No
- iv. Environmental Engineer-1 No
- v. Quantity Surveyor-1 No
- vi. Field Engineers-3 Nos.
- vii. Lab Technician-1 No
- viii. Land Surveyor-1 No

11.2 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 Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their 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.

12 PERIOD OF SERVICES

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

12.2 The appointment of the Independent Engineer shall initially be as per details given below.

1	Development period	3 months
2	Construction Period	24 months
3	O&M period	3 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.

13 PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 5% (five percent) of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 32 months i.e. upto 2 months beyond the expiry of the Contract of 30 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 Joint Venture, the BG shall be furnished on behalf of the Joint Venture 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 for Alappuzha City Road Improvement Project (ACRIP (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 towithout 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 includingand 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

i)	Educational Qualification	
	Essential	Degree in Civil Engineering from a recognized university approved by AICTE/UGC
	Desirable	Post Graduation in Highway Engineering/ Transportation Engineering / Traffic Engineering.
ii)	Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway projects	Minimum 12 years experience as Team Leader/ Highway Engineer in Road/highway projects.
		As Team Leader /Senior Highway Engineer /Project Manager or similar capacity of at least two projects in Construction Supervision / IC involving 2 laning/ 4 laning/City road projects Weightage for candidates having experience in PPP Annuity projects.
iii)	Maximum Age	65 years on the date of submission of Proposal

Material Engineer

i)	Educational Qualification	
	Essential	Degree in Civil Engineering from a recognized university approved by AICTE/UGC
ii)	Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience as Material Engineer in Road/ Highway Projects	Min. 7 years as Material Engineer on similar projects.

	c) Experience in similar capacity	Material Engineer or similar capacity of at least one project in Construction Supervision / IC involving 2 laning/ 4 laning/ City road projects Weightage for candidates having experience in PPP Annuity projects.
iii)	Maximum Age	65 years on the date of submission of Proposal

Sub Professional Staffs

Safety Expert

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering
ii)	Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience as Safety Engineer in Road/ Highway Projects	Min. 5 years as Safety Engineer on similar projects.
	c) Experience in similar capacity	As Safety Engineer of at least one city road improvement project/as Safety Engineer in Construction Supervision involving 2 laning/ 4 laning/Urban roads.
iii)	Maximum Age	65 years on the date of submission of Proposal

Environmental Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering / Environment Engineering
	Desirable	Post-Graduation in Environmental Engineering
ii)	Experience	
	a) Total Professional Experience	Min. 6 years
	b) Experience in Road /Highway Projects	Min. 2 years in environment impact assessment of road/ highway projects (2/4/6 laning).

	c) Experience in similar capacity	As Environmental Engineer of at least one city road improvement project/as Environmental Engineer in Construction Supervision involving 2 laning/ 4 laning/Urban roads.
iii)	Maximum Age	65 years on the date of submission of Proposal

Quantity Surveyor

i)	Educational Qualification	
	Essential	Graduate or equivalent in Civil Engineering / Diploma in civil engineering.
ii)	Experience	
	a) Total Professional Experience	Min. 6 years for graduate in civil Engineering Min 9 years for Diploma in civil engineering.
	b) Experience in Road / Highway Projects	Min. 4 years in Preparation of Bill of Quantities, Contract documents and documentation for major highway projects involving two/ four laning
	c) Experience in similar capacity	As Quantity Surveyor of at least one city road improvement project/as Quantity Surveyor in Construction Supervision involving 2 laning/ 4 laning/Urban roads.
iii)	Maximum Age	65 years on the date of submission of Proposal

Lab Technician

i)	Educational Qualification	
	Essential	Diploma in civil engineering.
ii)	Experience	
	a) Total Professional Experience	Min. 7 years
	b) Experience in Road / Highway Projects	Min. 5 years on similar projects.

	c) Experience in similar capacity	As Lab Technician in Road / highway projects (2/4/6 lane NH/SH/Expressways) .
iii)	Maximum Age	65 years on the date of submission of Proposal

Field Engineer

i)	Educational Qualification	
	Essential	Graduate or equivalent in Civil Engineering / Diploma in civil engineering
ii)	Experience	
	a)Total Professional Experience	Min. 6 years for Graduate or equivalent in Civil Engineering/ Min. 9 years for Diploma in civil engineering
	b) Experience in Road / Highway Projects	Min. 5 years on similar projects.
	c) Experience in similar capacity	Field Engineer on Road / highway projects (2/4/6 lane NH/SH/Expressways) .
iii)	Maximum Age	65 years on the date of submission of Proposal

Land Surveyor

i)	Educational Qualification	
	Essential	Diploma in Civil Engg or Diploma in Surveying
ii)	Experience	
	a)Total Professional Experience	Min. 7 years for Diploma in Civil Engg
	b) Experience in Road / Highway Projects	Min. 5 years on similar projects in project preparation and construction & thorough understanding of modern computer based methods of surveying.

	c) Experience in similar capacity	As Survey Engineer for projects preparation of Road/ highway project (NH/SH/Expressways) involving 2/4/6- laning
iii)	Maximum Age	65 years on the date of submission of Proposal

KEY PERSONNEL

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.*

Material Engineer

Some of the Principal responsibilities of the Materials Engineer are as follows:

- *Field laboratory set-up, organization, maintenance, and operation.*
- *Performing sampling and testing of materials.*
- *Perform sampling, testing, record keeping, and reporting in accordance with Project Plans and Specifications and copy all test result to KRFB.*
- *Report any failing or "borderline" test results immediately to the Team Leader and KRFB*
- *Coordinate with the Field Engineer in charge of the work to confirm approval of the work for testing and discuss areas of concern.*
- *Coordinate with the Concessionaire on work Priorities and schedules.*
- *Perform sampling and testing as quickly and efficiently as possible to avoid undue delay to the Concessionaire's operations.*
- *Perform regular checks of material delivered to the project for conformance with the approved source or supplier.*
- *Maintain neat accurate records.*
- *Monitor the frequency and number of tests required for every operation.*
- *Review and approve mix design for all construction material.*

Sub professional Staff

Safety Expert

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

Environment Engineer

The Candidate should have good knowledge of MOEF guidelines/requirements for mitigation measures.

Quantity Surveyor

The Quantity Surveyor shall be Degree/ Diploma in Civil Engineering with at least 6 years of experience as Degree holder or at least 9 years of experience as Diploma holder in major road projects. The Quantity Surveyor shall be responsible for preparation of documentations, change of scope of work etc.

Lab Technician

Lab Technician shall be Diploma in Civil Engineering, from a recognized institution by Government of India/ Kerala with at least 7 years' experience in major road projects with reputed consultants and or contractors.

The field laboratory technician is responsible for conducting field tests according to specified frequency as per approved inspection and test plan submitted by the Concessionaire, material selection, sampling, testing etc. as per relevant IRC/BS standards

Field Engineer

Principal responsibilities of the Field Engineers are 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 with the Materials Engineer and arrange for sampling and testing of satisfactorily completed work, and quality assurance testing of suspect materials.*
- *Coordinate with the Land surveyor to check the line and grade of completed work for conformance with the plans and specifications.*
- *Report questionable methods of operation by the Concessionaire the Team Leader and KRFB.*
- *Report any failure of the Concessionaires activities.*
- *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.*
- *Be fair and firm in dealings with the Concessionaire. Consider alternatives and consequences carefully before making decisions.*

Land Surveyor

The main responsibilities of the Land Surveyor are;

- *Check the completed works for conformance to the line and grade required by the project plans in coordination with the Field Engineer assigned to the item of work.*
- *Perform regular checks of the Concessionaire's setting out to verify proper execution and accuracy.*
- *Record all measurements, rod readings, and calculations neatly and accurately in field books as the work progresses.*
- *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)
		Development	Construction	O&M	Total
KEY PROFESSIONAL STAFF					
1	Team Leader	3	24	3	30
2	Material Engineer	1	24	1	26
					56
SUB PROFESSIONAL					
A. NON-KEY EXPERT					
1	Quantity Surveyor	2	6	-	8
2	Environmental engineer	-	2	-	2
3	Safety Expert	-	2	-	2
4	Field Engineer (3Nos)	2	72	3	77
5	Land Surveyor	1	24	1	26
6	Lab Technician	1	24	-	25
					140
B. ADMINISTRATIVE STAFF					
1	Office Manager	3	24	3	30
2	Office Secretary	-	24	3	27
3	Office Boy	3	24	3	30
4	Sweeper	3	24	3	30
					117

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

.....

Sub: Appointment of Consultant as Independent Engineer for Alappuzha City Road Improvement Project (ACRIP)

Dear Sir,

1. 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 Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Client 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 authority 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 1.7 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.
14. 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.
15. I/We agree to keep the bid security valid for 120 (One Hundred and Twenty) days from the Proposal due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. 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.
18. 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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. 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.

20. 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 Joint Venture)						

In the case of Joint Venture/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 Joint Venture/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	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 Joint Venture)	Joint Venture2	
1					
2					

II. Support Staff

S.No.	Name	Position	Number of personals appointed		Task Assignment
			Sole Applicants (Lead Member in case of Joint Venture)	Joint Venture2	
1					
2					

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:

TO:

Sir:

Subject: Consultants' Services for

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 Key Personnel (inclusive of per diem allowance)	
II	Remuneration for Sub Professional Personnel (inclusive of per diem allowance)	
III	Support Staff (inclusive of per diem allowance)	
IV	Transportation	
V	Office Rent, if local office is started at project site	
VI	Office Supplies, Utilities and Communication	
VII	Total cost net of GST*	
	GST	
	TOTAL COSTS (Including GST)	

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

Note: No escalation will be payable during the services

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)
A. Key Professional Staff						
1	Team Leader cum Senior Highway Engineer		MM			
2	Material Engineer		MM			
SUB TOTAL A						
B. Sub Professional Staff						
1	Land Surveyor	TBN	MM			
2	Field engineer 1	TBN	MM			
3	Field engineer 2	TBN	MM			
4	Field engineer 3	TBN	MM			
5	Quantity Surveyor	TBN	MM			
6	Lab Technician	TBN	MM			
7	Environmental Engineer	TBN	MM			
8	Safety Expert	TBN	MM			
SUB TOTAL B						
C. Support staff						
1	Office Manager	TBN	MM			
2	Office Boy	TBN	MM			
3	Office secretary	TBN	MM			
4	Sweeper	TBN	MM			
SUB TOTAL C						
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		Ls/ Month			
SUB TOTAL D						

E. Other						
1	Office building rent		Ls/ Month			
2	Office Furniture, supplies & communication		Ls/ Month			
SUB TOTAL E						

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