



Maharashtra
PWD

**PUBLIC WORKS DEPARTMENT (MAHARASHTRA)
EXECUTIVE ENGINEER
PUBLIC WORKS (EAST) DIVISION
'B' BARRACK CENTRAL BUILDING CAMP PUNE 411001
PUNE**

**INDEPENDENT ENGINEER SERVICES FOR PUBLIC WORKS (EAST) DIVISION,
PUNE IN THE STATE OF MAHARASHTRA UNDER MAHARASHTRA ROAD
IMPROVEMENT PROGRAMME (MRIP) ON HYBRID ANNUITY MODE.
[PACKAGE NO. PN-28]**

**REQUEST FOR PROPOSAL (RFP)
(E tender Notice No.18, dated 18 June, 2018)**

18th June, 2018

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REQUEST FOR PROPOSAL (RFP)**SECTION 1: INFORMATION TO CONSULTANTS**

E tender Notice No.18, dated 18 June, 2018

Sub: Independent Engineer Services for Public Works (East) Division, Pune in the State of Maharashtra under Maharashtra Road Improvement Programme (MRIP) on Hybrid Annuity Mode. [Package No. PN-28]

GENERAL:-

1. The Principal Secretary, Public Works Department, Government of Maharashtra, through the Executive Engineer, Public Works (East) Division, '**B' BARRACK CENTRAL BUILDING CAMP PUNE 411001** invites proposals for engaging an Independent Engineer (IE) on the basis of International Competitive Bidding for the following contract package in the State of Maharashtra under the Maharashtra Road Improvement Programme (MRIP),

TABLE 1: DETAILS OF PROJECT

S. No.	Project stretch	SH No .	Project Length (Km.)	Total Project Cost (Rs. in Cr.)	Assignment period (months)
1	Package No.-28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)	SH-117	59.300 Km	211.00 Cr.	36 months (estimated 3 months development period + estimated 24 months construction period + estimated 9 months operation and maintenance period)

2. Bids are invited / to be invited by the Public Works Department, Government of Maharashtra (“**PWD**” or the “**Employer**”) for various packages under separate requests for proposals for independent engineer services in the State of Maharashtra under the Maharashtra Road Improvement Program on Hybrid Annuity Mode and bidders may submit bids under various requests for proposals under the Maharashtra Road Improvement Program, in accordance with the terms and conditions of the requests

for proposals as issued. The evaluation of bids would be carried out by the Evaluation Committee constituted for such purposes by the Chief Engineer of the concerned region of the Public Works Department, Government of Maharashtra.

3. For the avoidance of any doubt, it is hereby clarified that bidders / any members of the consortium have prepared the detailed project report for the relevant package under the request for proposal issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program, would not be eligible for appointment as Independent Engineer for such package.
4. Each bidder should compulsorily give the details of packages applied for / intending to apply with details of team in each bid, failing which, the bid may be marked as non-responsive and bidders may apply for any number of packages under various requests for proposals under the Maharashtra Road Improvement Program, subject to the terms and conditions of the requests for proposals as issued by the Public Works Department, Government of Maharashtra.
5. Selection of IE shall be as per selection procedures given in the Model Concession Agreement and general procurement methods followed in PWD. The selected IE shall be intimated to the concessionaire selected for the road projects / contract packages as referred to hereinabove.
6. The proposal shall be submitted in English Language and all correspondence would be in the same language.
7. The Hybrid Annuity Model projects basically constitute up-gradation involving construction of Two-lane highway with paved shoulders including bridges; widening and rehabilitation of bridges and culverts; construction of high embankment/elevated structures/Road Over Bridges (ROBs) wayside amenities etc. along the existing highways including provision of realignment and bypasses. The proposed construction works will involve use of modern equipment and construction practices/techniques.
8. PWD intends to appoint a Consultant to act as Independent Engineer for implementation of this Hybrid Annuity Model (HAM) projects / contract packages as referred to hereinabove. As per the terms and conditions of the Model Concession Agreement(s), the Independent Engineer is broadly required to: (i) independently review activities associated with design, design review, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of both PWD and Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement (ii) report and advise to PWD on the financial, technical and physical progress of implementation aspects of the project, (iii) assist the parties in arriving at an amicable settlement of disputes, if any. The selection of Independent Engineer shall follow the laid down procedures given in the Concession Agreement signed between PWD and the Concessionaire for this Hybrid Annuity Model (HAM) project.
9. The interested consultancy firms may download the RFP from website of the Public Works Department, Government of Maharashtra (e-tender portal "www.mahapwd.gov.in") **w.e.f. 22/06/2018 to 09/07/2018 upto 17.45 hrs.** The Consultant who download the RFP document from the website will be required to pay the non- refundable fee of **Rs. 11200/- (Rupees Eleven Thousands &**

Two Hundred Only. /- at the time of the submission of the Bid proposal through online payment gateway in the name of Executive Engineer, Public Works (East) Division, Pune, Payable at Pune. The RFP will be invited through e-tendering portal.

10. The Applicant shall furnish as part of its Proposal, a bid security of Rs. Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft / Bank Guarantee (as per format specified in Appendix N of this RFP), valid for 45 days beyond the validity of the bid. The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:
- If a Bidder withdraws its bid during the period of bid validity. or
 - If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
 - If the Successful Bidder fails to sign the Contract Agreement with the Employer within the prescribed period, or
 - If the Bidder submits a non – responsive Bid and / or commits any breach and / or default whatsoever, or
 - If the Successful Bidder fails to furnish the Performance Security within the stipulated time.

Unqualified bidders would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the Contract Agreement with the successful bidder.

11. The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are Part 1: Technical Proposal and Part 2: Financial Proposal. The Financial Proposal is only to be submitted only in Electronic Form (to be uploaded one portal). The Technical Proposal in original should be submitted in hard bound form and should be enclosed in an envelope marked as "Technical Proposal". A copy of the Technical Proposal should also be uploaded on the e portal. For a given Hybrid Annuity Model (HAM) project, Stage-1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part-1). The firms satisfying the minimum eligibility and qualification criteria as mentioned in RFP shall be listed and only the Bidders with responsive Technical Proposals ("**Responsive Technical Proposals**") shall be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. For the avoidance of any doubt, it is hereby clarified that in the event that any firms have conflict of interest, such firms shall automatically stand disqualified from being qualified for stage 2 of the selection procedure under this RFP. Under stage 2, the Financial Proposal of such Bidders with Responsive Technical Proposals shall be opened and evaluated. The final selection of the firm shall be based on lowest price quote provided in the Financial Proposal.
12. The total time period for the assignment as independent consultant shall be maximum of 36 months inclusive of estimated development period of 3 months, estimated construction period of 24 months and estimated operations and maintenance period of 9 months, under the terms and conditions of this RFP. In

case the development period and / or the construction period is completed prior to expiry of 3 months and / or 24 months respectively, the operations and maintenance period shall stand increased accordingly up to a maximum of 12 months, automatically without requiring any further act and / or action from the independent consultant and / or the Employer, provided that the total time period for the assignment does not exceed 36 months. For the avoidance of any doubt, it is hereby clarified that in the event that sum of the development period, construction period and the operations and maintenance period of 12 months is less than 36 months, the total time period for the assignment as Independent Consultant shall be such lesser period. In case the development period and / or the construction period exceeds 3 months and / or 24 months respectively, then O&M period shall stand reduced accordingly, automatically without requiring any further act and / or action from the Independent Consultant and / or the Public Works Department, Government of Maharashtra, provided that the total time period for the assignment does not exceed 36 months.

13. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive.
14. The Applicant whether a sole applicant or lead member with joint venture(s) may include an Associate company also. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of this Associate Company along with the proposal. Only such associates are allowed to participate under this para, who provide at least 3 key personnel out of 4 key personnel viz., (i) Team Leader-cum-Senior Highway Engineer, (ii) Resident-cum-Highway Engineer, (iii) Highway Design Engineer and (iv) Senior Quality-cum-Material Expert. However, the associate(s) cannot be common for 2 or more bidders. If any associate is common with 2 or more bidders, all those bids shall be declared non- responsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.
15. Consulting firms meeting the following criteria and not in conflict of interest with the Concessionaire are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.

(A). Eligibility criteria for sole applicant firm.

S. No.	Experience of the firm in last 7 years		Annual Turnover***
	Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1 (a).	The firm should have minimum experience of preparation of Detailed Project Report of 2/4/6***-laning project of aggregate length equal to two times or more of the project length in kms for the relevant package for which RFP is invited	The firm should have minimum experience of Project Supervision/IC of 2/4/6***-laning project of aggregate length equal to three times or more of the project length in kms for the relevant package for which RFP is invited	Annual turnover (updated average of last 5 years or in each of the preceding two years) of the firm from consultancy business should be equal to or more than 2% of estimated project cost for the relevant package for which RFP is invited
1 (b).	Firm should have prepared DPR/ Feasibility Study cum Preliminary Design Report	Firm should also have experience of Project Supervision/IC of at least	-

	for at least one project of similar category of 2/4/6** laning of 40% km of project length in kms for the relevant package for which RFP is invited	one project of similar category of 2/4/6** laning of 40% of the project length in kms for the relevant package for which RFP is invited	
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** Similar project means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5

(B) Not more than 2 partners shall be allowed. One of them must fulfil above criteria.

***For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

16. Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:

Year of completion of services / turnover	Enhancement factor
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33
Four year prior to RFP	1.46
Five year prior to RFP	1.61
Six year prior to RFP	1.77
Seven year prior to RFP	1.95

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.

17. The Bidder including individual or any of its Joint Venture Member should, in the last 2 years, have neither failed to perform for the works of State Highways, Expressways, National Highways, ISC (Inter State Connectivity) & EI (Economic Importance) works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Road Transport & Highways, Government of India, National Highway Authority of India, the Public Works Department, Government of Maharashtra or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member.

Consultants (sole firm or lead firm and any of the JV partners) who do not fulfil the aforesaid condition as

on the last date of submission of proposals, need not apply as their RFP proposal will not be entertained.

18. The Government of Maharashtra through the Public Works Department may issue/has issued several request for proposals for selection of the consultants for providing services as Independent Engineer for various other projects (each project referred as “**Package**”). Bidders may apply for any number of Packages under different requests for proposals as issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program (MRIP). A Bidder with a particular team (“**One Team**”) comprising of a particular set of members or more than One Team, may submit proposals for more than one Package under different requests for proposals as issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program (MRIP). However, a Bidder (either as sole or as in joint venture/association) with One Team can be awarded only up to three (3) packages under the request for proposals issued by a particular Division / various Divisions of the Public Works Department throughout the State of Maharashtra. Further, a Bidder (either as sole or as in joint venture/association) with different teams also can be awarded only up to three (3) Packages of the request for proposals issued by various Divisions in a particular Circle / various Divisions of the Public Works Department of the State of Maharashtra. It is clarified that irrespective of number of teams a Bidder may have, the Bidder shall not be eligible to be awarded more than three (3) packages.
19. PWD will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, PWD shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
20. The **Technical proposal (in Original) must be submitted in a hard bound form** with all pages numbered serially, along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. **A copy of the Technical Proposal should also be uploaded on the e-portal. Financial Proposals shall have to be submitted only in Electronic Form (to be uploaded on the e-portal).** In the event, any of the instructions mentioned herein have not been adhered to, PWD may reject the Proposal.
21. Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage in public domain and the same may be uploaded by Employer on Employer’s web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
22. The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.
23. Online bids shall be submitted on <http://maharashtra.etenders.in> before 10/07/2018 up to 17.45 Hrs. Hard copy of RFP submission must be received not later than **17.45 hrs** on 13/07/2018 in the manner specified in the RFP document at any of the address given below:

**Executive Engineer,
Public Works (East) Division,
'B' BARRACK CENTRAL BUILDING CAMP**

PUNE 411001

Contact Number- 020 - 26122457

Email Address- eastpune.ee@mahapwd.com

24. All eligible/interested consultants who want to participate in tendering process should compulsory get enrolled on e-tendering portal "<http://mahatenders.gov.in>" and further need to empanel online on sub portal "<http://mahatenders.gov.in>" in the appropriate category applicable to them. The terms and conditions of online submission are mentioned in the said online portal. Right to reject any or all online bid of work, without assigning any reasons is reserved with department.

SECTION 2: LETTER OF INVITATION TO CONSULTANTS**1 INTRODUCTION**

- 1.1 Bids are invited from consulting firms either as a sole firm/joint venture with other consultant willing to act as IE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the PWD.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 The assignment shall be implemented in various stages such as Design, Construction supervision, and Operation and Maintenance supervision. Continuation of services for the next stage shall be subject to satisfactory performance of the previous stage, as determined by the PWD.
- 1.4 This RFP is neither an agreement nor an offer 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 and assumptions, which reflect various assessments arrived at by the Authority 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 this RFP, may not be complete, accurate, adequate or correct. 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, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) PWD is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.6 We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project Highway as its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.7 Those Consultants who were engaged by the PWD 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 JV with other firms.
- 1.8 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 1.9 It is the PWD's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the PWD:

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) **“collusive practices”** means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included requiring consultants to permit the PWD to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of PWD.

1.10 Consultants, their JV partner, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.

1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.13 The Government of Maharashtra through the Public Works Department may issue/has issued several

request for proposals for selection of the consultants for providing services as Independent Engineer for various other projects (each project referred as “**Package**”). Bidders may apply for any number of Packages under different requests for proposals as issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program (MRIP). A Bidder with a particular team (“**One Team**”) comprising of a particular set of members, may submit proposals for more than one Package under different requests for proposals as issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program (MRIP). However, a Bidder (either as sole or as in joint venture/association) with One Team can be awarded only up to three (3) packages under the request for proposals issued by a particular Division / various Divisions of the Public Works Department throughout the State of Maharashtra. Further, a Bidder (either as sole or as in joint venture/association) with different teams also can be awarded only up to three (3) Packages of the request for proposals issued by various Divisions in a particular Circle / various Divisions of the Public Works Department of the State of Maharashtra.

For the avoidance of any doubt, it is hereby clarified that a particular team member cannot be part of multiple / separate teams submitting proposals for various Packages on the basis of the request for proposals issued for selection of consultants for providing services as Independent Engineer, in excess of the limits prescribed under Clause 3.4 of the RFP. Further, upon any team being ranked as L – 1 or L – 2 under any of the request for proposals issued for any of the Packages by various Divisions, each team member shall submit all relevant details of the specific Packages for which their specific CV has been submitted to all concerned Engineers – in – charge.

Bids are invited / to be invited by the Public Works Department, Government of Maharashtra for various packages under separate requests for proposals for independent engineer services in the State of Maharashtra under the Maharashtra Road Improvement Program on Hybrid Annuity Mode and bidders may submit bids under various requests for proposals under the Maharashtra Road Improvement Program, in accordance with the terms and conditions of the requests for proposals as issued. The evaluation of bids would be carried out by the Evaluation Committee constituted for such purposes by the Chief Engineer of the concerned region of the Public Works Department, Government of Maharashtra, as per the terms and conditions of this RFP.

For the avoidance of any doubt, it is hereby clarified that bidders / any members of the consortium have prepared the detailed project report for the relevant package under the request for proposal issued by the Public Works Department, Government of Maharashtra under the Maharashtra Road Improvement Program, would not be eligible for appointment as Independent Engineer for such package.

Each bidder should compulsorily give the details of packages applied for / intending to apply with details of team in each bid, failing which, the bid may be marked as non-responsive and bidders may apply for any number of packages under various requests for proposals under the Maharashtra Road Improvement Program, subject to the terms and conditions of the requests for proposals as issued by the Public Works Department, Government of Maharashtra.

The total time period for the assignment as Independent Consultant shall be maximum of 36 months inclusive of estimated development period of 3 months, estimated construction period of 24 months and estimated O&M period of 9 months, under the terms and conditions of this RFP. In case the development period and / or the construction period is completed prior to expiry of 3 months and / or 24 months respectively, the O&M period shall stand increased accordingly up to a maximum of 12 months, automatically without requiring any further act and / or action from the Independent Consultant and / or the Public Works Department, Government of Maharashtra, provided that the total

time period for the assignment does not exceed 36 months. For the avoidance of any doubt, it is hereby clarified that in the event that sum of the development period, construction period and the O&M period of 12 months is less than 36 months, the total time period for the assignment as Independent Consultant shall be such lesser period. In case the development period and / or the construction period exceeds 3 months and / or 24 months respectively, then O&M period shall stand reduced accordingly, automatically without requiring any further act and / or action from the Independent Consultant and / or the Public Works Department, Government of Maharashtra, provided that the total time period for the assignment does not exceed 36 months.

- 1.14 In case, a Bidder with One Team or different teams (as the case may be) turns out to be the most preferred Bidder in more than the limits of Packages as aforesaid, the Bidder shall be allotted the Packages up to the limit set out above. In the event, the most preferred Bidder under this RFP has already been allotted the Packages of the aforesaid limit through issuance of the letters of award for the said Packages, the said Bidder shall become disqualified for the purposes of this RFP. The said Bidder shall inform the Authority in writing upon receipt of each Letter of Award. The said Bidder shall also immediately within a period of two (2) days of receipt of the last Letter of Award, inform and intimate the Authority about its disqualification due to the said reason. A Bidder cannot submit two proposals through different teams for the same Package under this RFP.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on PWD web-site (e-tender portal).
- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on PWD website (e-tender portal) which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5) The two parts shall be:

**Part 1: Technical Proposal and
Part 2: Financial Proposal.**

The Technical Proposal (Hard Bound) should be enclosed in an envelope which should be marked as "Part-1 – Technical Proposal". The Financial Proposal should be submitted only in Electronic Form. No hard copy of the Financial Proposal is to be submitted. The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of

Attorney duly notarized to be submitted with the proposal. In case of JV a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

Part 1: Technical Proposal

- 3.2 You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
- i. 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. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
 - ii. The Consultants should prefer to field as many of their permanent staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g: Pay roll, Auditor's Certificate) in this regard. More weightage will be given to those key personnel who are employed with more years with the firm.
 - iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
 - iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
 - v. For Key Personnel e.g. Team Leader, Resident-cum-Highway Engineer, Senior Pavement Specialist and Highway Design Engineer, the Consultants should prefer candidates having worked on PPP Projects. Such personnel shall be rated higher than the candidates having no such experience at all".
 - vi. **The input for Highway Design Engineer, shall be taken up to 40% in the field and balance from the offices of the Engineer – in – Charge of the PWD.**
- 3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 &4.
- i. 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 by the consultant and their JV partner, separately.***
 - ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

- iii. Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any;
- iv. Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages;
- v. The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions. It should also include details on adoption of superior technology along with proof: limited to six A4 size pages in 1.5 space and 12 font including photographs;
- vi. Proposed Quality Audit Methodology.
- vii. In case the consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
- viii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- ix. Requirement for submission of CVs.
 - a. CVs strictly in the prescribed format 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.
 - b. 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. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future PWD projects upto 2 years may be taken by PWD on the personnel and the Firm.
 - c. If same CV is submitted by two or more firms, zero marks shall be given for such CV, subject to the terms and conditions of this RFP.
 - d. CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as L1 do not exceed 3 (three) for Senior Pavement Specialist and Highway Design Engineer.
 - e. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm. In order to overcome the difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, maximum 3 CVs with scanned signatures of the candidates on all pages shall be permitted. However, the authorised representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.
 - f. If any of the Key Personnel does not fulfil the minimum qualifications as prescribed under this RFP, he shall not be eligible as part of the team of the Bidder for the work under this RFP. In such case, if such Bidder is **L-1**, then such key personnel (who does not fulfil the

minimum qualifications or experience) will have to be replaced by the firm with another person who fulfils the minimum qualifications, before the execution of the Agreement. The reduction in remuneration of such replacements will be made as per Clause-4.5 (c) of the contract for consultancy services. In the event, more than one (1) Key Personnel of a particular Bidder do not fulfil the minimum qualification as prescribed under this RFP, the bid of such Bidder shall be considered non-responsive and thus, such bid shall stand rejected.

- g. In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest calculated at the rate of 12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the consultancy firms as liquidated damages as a genuine pre – estimate of the loss and / or damages incurred by PWD due to such breach and / or default by the concerned consultancy firm.
- x. It is also clarified that any key personnel, if debarred during the period between receipt of bid and award of the contract and is required to be replaced as per the provisions of the RFP, then the replacement shall not be considered as part of replacement by the consultant and hence no deduction in remuneration shall be affected. However, in this case the original CV will be considered for evaluation purpose.
- xi. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- xii. 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.
- xiii. 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.
- xiv. Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant.
- xv. Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than 1 (one) replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of **Section:1**, the replaced key personnel shall not be professionally employed anywhere in PWD works. PWD shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution upto 1 replacement. In case during negotiations, more than one replacement is sought by the **L1** consultant, his proposal shall be considered as Non-Responsive.

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by

equivalent or better shall be provided by the consultant. The key personnel with such unsuitable CV shall not be considered in any future bids for that position for two years.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 1 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred upto two years for PWD consultancy projects.

- xvi. The Government of Maharashtra through the Public Works Department may issue/has issued several request for proposals for selection of the consultants for providing services as Independent Engineer for various Packages. Bidders may apply for any number of Packages with same team or different teams subject to the requirements of Clause 1.13, Clause 1.14 and Clause 3.4 of this RFP. Notwithstanding anything contained under this RFP, key personnel (professional staff and sub – professional staff) may be members / participants in multiple / different teams submitting proposals for various Packages under all request for proposals provided that the concerned key personnel shall not hold the same designation in more number of teams than as prescribed below:

Sr. No.	Key Person Position	Maximum number of teams bidding for various Packages under all request for proposals
A	Professional Staff	
1.	Team Leader cum Senior Highway Engineer	3
2.	Resident cum Highway Engineer	1
3.	Highway Design Engineer	3
4.	Senior Pavement Specialist	3
5.	Senior Quality cum Material Expert	1
B	Sub-professional	
1.	Survey Engineer	1
2.	Assistant Highway Engineer	1
3.	CAD Expert	3
4.	Assistant Quality cum Material Engineer	1

In the event that a particular team member is part of different teams submitting proposals for various Packages without complying with the requirements of Clause 3.4 of this RFP, such Bidders shall stand disqualified from all Packages for which such Bidder has submitted its Bids.

Further, in the event that such Bidders who have submitted proposals for various Packages without complying with the requirements of Clause 3.4 of the RFP and have already been awarded letters of award for any Packages, the performance security for such Packages along with interest at the rate of 12% per annum from the date of issuance of the relevant letter of award to the date of such purported breach, shall be appropriated and / or encashed as liquidated damages as a genuine pre – estimate of the loss and / or damages incurred by PWD due to such breach / non – compliance, without prejudice to any other rights and / or benefits available to the PWD, under the RFP and / or under applicable laws.

xvii. Any additional information.

3.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

3.6 Your Financial Proposal must be strictly using the formats attached in Section 5. 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. For the first 12 months from the Date of Commencement of Services, Consultants shall be paid billing rates as indicated above. Beginning 13th months of the services provided, billing rates shall be increased on all items of contract inter alia including vehicle hire, office rent, consumables, furniture etc @ 5% every 12 months for local currency for the subsequent period of services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates.

3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

Separate financial proposals shall be submitted by Bidders who are bidding for multiple Packages. Also, a separate covering letter summarizing the number of Packages applied for, the composition of the team proposed for each package and the details of the Financial Proposal for the same shall be submitted.

3.8 Consultants may express the price of their services in the Local currency (Indian Rupees) and / or US Dollars and / or Euros. For evaluation purposes, the client shall consider 1US\$=Rs. 65/- and 1 Euro = Rs. 80/-. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 GST as applicable shall be reimbursed to the Consultants.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 PREPARATION & SUBMISSION OF APPLICATIONS:

- i. Detailed RFP may be downloaded from E-tendering portal of Employer and the Application may be submitted online following the instructions appearing on the screen before bid due date i.e. 17:45 Hrs on 10/07/2018.
- ii. The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the E-tendering portal of Employer)

- (a) Technical proposal as indicated in para 'B' below
- (b) Financial proposal as per format prescribed in SECTION-5 OF RFP.

B. Hard copy in Original (identical to proposals to be submitted in Sealed Envelope and also Electronic form to be uploaded on the E-tendering portal of Employer)

(I) Technical Proposal in Hard Bound Form including

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable;
- (d) Copy of Memorandum of Understanding with Associate, if applicable
- (e) Firms credentials as per format prescribed in SECTION-3 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-4 OF RFP.
- (g) Self-evaluation based on evaluation criteria.

(II) Cost of RFP of Rs. 11200 /- (Rupees Eleven Thousand & Two Hundred only) in the form of online payment gateway in favour of Executive Engineer, Public Works (East) Division, Pune payable at Pune .

(III) Bid Security (for the amount given in section 1 of this document and in favour of Executive Engineer, Public Works (East) Division, Pune in the form of a Bank Guarantee and the format specified in this document or the demand draft in favour of Executive Engineer, Public Works (East) Division, Pune payable at Pune.

- iii. The Applicant shall submit the original documents specified above in point no.4.1 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Proposal” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”**. In addition, the Application due date should be indicated on the right hand corner of the envelope. The original documents should be submitted before 17.45 hours Indian Standard Time on 13/07/2018, at the any of below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

The Executive Engineer,
Public Works (east) Division,
Pune

- iv. The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. **4.1 (ii) A & B** above on the E-tendering portal of Employer before 17.45 hours Indian Standard Time on the Application due date i.e. on 10/07/2018 Hard copy of the documents as specified in point nos. **4.1 (ii) B** above only is required to be submitted. Financial Proposal is to be submitted On-line only and no hard submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

4.2 Modification / Substitution/ Withdrawal of bids:

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

4.3 OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Proposals will be done through online for Financial Proposal and both on-line and manually for Technical Proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iii) The Employer shall open Envelope containing Technical Proposal received as mentioned in point nos. 4.1 (ii) B at 11:00 hours Indian Standard Time on 16/07/2018 i.e. in the presence of the Applicants who choose to attend. The Employer will subsequently open the Technical Proposal as mentioned in point no.4.1 (ii) A(a) above and evaluate the Applications in accordance with the provisions set out in the RFP.
- (iv) The Financial Proposal 4.1 (ii) A (b) will be opened of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

5 PROPOSAL EVALUATION

5.1 A two -stage procedure shall be adopted for evaluating the proposals.

5.2 Deleted.

Technical Proposal

5.3 The Evaluation Committee appointed by the PWD shall carry out its evaluation applying the evaluation criteria specified in the data sheet. Each Technically Responsive Proposal shall be evaluated on whether the concerned bidder fulfils the necessary conditions as mentioned in this RFP including without limitation the minimum eligibility and qualification criteria.

Financial Proposal

5.4 After the evaluation of Technical Proposals is completed and the shortlist of firms is finalised, PWD may notify those consultants whose proposals were not considered as per conditions of RFP. The PWD shall simultaneously notify the finally selected shortlisted firms with Responsive Technical Proposals indicating the date and time set for opening of the Financial Proposals

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives

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 Client shall prepare minutes of the public opening.

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

5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The financial score of the Financial Proposals shall be computed as referred in clause 5.11 of this RFP

5.8 Proposals shall finally be ranked according to their Financial Proposals from the Bidder whose Financial Proposal is lowest being ranked first to the Bidder whose Financial Proposal is highest being ranked last as per such ranking mechanism. The highest ranked Bidder (“**L-1**” or “**L-1 Bidder**”) may be considered for award of the LOA and shall be called for negotiations, if required.

The Bidder who is L-1 shall rank first for award of contract as per this RFP and the selected Applicant (“**Selected Applicant**”) shall be the first ranked Applicant. The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with any of the terms and conditions of this RFP, as the case may be.

5.9 Deleted

5.10 Deleted

5.11 Procedure of Awarding Work including assessment of least cost to the PWD under special circumstances i.e. when a consultant with a particular team becomes lowest bidder (L-1) in more than one Package. A consultant with a particular team can apply for any number of Packages with One Team, subject to the terms and conditions of this RFP. While carrying out evaluation procedure at Region level;

1. At first, Consultants who become L-1 in up to three Packages, shall be assigned the respective Package/s. (Please note that the Engineer - in - charge will have to confirm with L-1 Bidder that the Bidder has not exceeded the limit of getting assignments awarded from PWD Maharashtra as specified under this RFP). Then Packages in which a Consultant with One Team turns out to be the lowest bidder (L-1) in more than three Packages shall be considered. In case, a Consultant with One Team turns out to be the lowest bidder (L-1) in more than three Packages, the Packages which are to be awarded to this One Team of a consultant shall be determined on the basis of least cost to the Public Works Department, Government of Maharashtra, considering the Financial Proposal of L-1 bidder and L-2 Bidder limited to those Packages which shall be worked out as per procedure illustrated with an example as mentioned below:

2. Suppose there are 8 packages namely P-1, P-2, P-3, P-4, P-5, P-6, P-7 and P-8 respectively. It is also assumed that 10 consultants namely P, Q, R, S, T, U, V, W, X and Y has applied for these packages. It is also assumed that three Consultants namely P, R and U has applied with two teams and the remaining Consultants have applied with only One Team. It is also assumed that the following is the position of various firms after opening of the Financial Proposals (and after arithmetic corrections if any of the Financial Proposals) of the Packages.

	L-1	L-2	L-3	L-4	L-5	L-6
Package no.	Name of Consultants and Financial Proposals (Rs in lakhs)					
P-1	P (team-1)	Q	W	X	T	Y
	180 lakhs	190 lakhs	200 lakhs	220 lakhs	240 lakhs	250 lakhs
P-2	V	U(team-1)	X	P (team-2)	T	Y
	240 lakhs	260 lakhs	260 lakhs	270 lakhs	275 lakhs	280 lakhs
P-3	V	P(team-1)	U(team-1)	R (team-2)	X	Y
	200 lakhs	210 lakhs	220 lakhs	230 lakhs	240 lakhs	250 lakhs
P-4	V	T	U (team-2)	P (team-2)	Y	X
	210 lakhs	220 lakhs	230 lakhs	260 lakhs	270 lakhs	280 lakhs
P-5	R (team-1)	V	S	U(team-2)	W	T
	220 lakhs	240 lakhs	260 lakhs	270 lakhs	280 lakhs	290 lakhs
P-6	Q	T	S	P (team-2)	W	U (team-2)
	210 lakhs	220 lakhs	230 lakhs	240 lakhs	250 lakhs	260 lakhs
P-7	R (team-1)	U (team-1)	Q	S	W	Y
	200 lakhs	220 lakhs	240 lakhs	255 lakhs	260 lakhs	270 lakhs
P-8	V	R(team-1)	W	S	P (team-1)	Y
	190 lakhs	195 lakhs	220 lakhs	240 lakhs	255 lakhs	260 lakhs

The different Packages shall be awarded to consultants as mentioned below

2.1. Step-1:

In this case, Consultants P (team-1) and Q are the L -1 in only one package each namely package-1 and package-6 respectively.

Consultant V is L-1 in 4 packages namely Package-2, Package-3, Package-4 and Package-8 respectively.

Consultant R (team-1) is L-1 in 2 packages namely Package-5 and Package-7 respectively.

Since Consultant P (team-1) is L-1 in Package-1 only; Consultant Q is L-1 in Package-6 only and Consultant R (Team-1) is L – 1 in package 5 and package 7, the Consultant P (team-1) shall be awarded Package-1; the

Consultant Q shall be awarded Package-6 and the Consultant R (team 1) shall be awarded package 5 and package 7.

2.2. Step-2:

After Consultant P (team-1) is awarded Package-1; Consultant Q is awarded Package-6 and Consultant R (team 1) is awarded package 5 and package 7 are, the scenario for the remaining 4 packages is as given below.

Package No.	L-1	L-2	L-3	L-4	L-5	L-6
P-2	V	U(team-1)	X	P (team-2)	T	Y
	240 lakhs	260 lakhs	240 lakhs	220 lakhs	200 lakhs	230 lakhs
P-3	V	U(team-1)	X	P (team-2)	T	Y
	240 lakhs	250 lakhs	260 lakhs	270 lakhs	275 lakhs	280 lakhs
P-4	V	P(team-1)	U(team-1)	R (team-2)	X	Y
	200 lakhs	210 lakhs	220 lakhs	230 lakhs	240 lakhs	250 lakhs
P-8	V	R(team-1)	W	S	P (team-1)	Y
	190 lakhs	195 lakhs	220 lakhs	240 lakhs	255 lakhs	260 lakhs

Consultant V can be awarded Three packages out of the 4 packages for which it is L-1 namely Package-2, Package-3, Package 4 and Package-8 respectively. The determination of package to be awarded to Consultant V shall be worked out in a single step (i.e. three at a time). New L-1 for the remaining packages (1 package) shall be worked out only after determination of packages to be awarded to the L-1 bidders at this stage [i.e. Consultant V in the instant case] in one step. Determination of Package to be awarded to Consultant V shall be worked out as follows:

Package to be awarded to Consultant –V who is L-1 in four packages namely Package - 2, 3, 4 and 8 respectively shall be determined on the basis of least cost to Engineer in charge, considering the Financial Proposal of L-1 bidder and L-2 Bidder limited to those packages. The situation for least cost to Engineer in charge, shall be when the firm with Consultant is awarded the package for which Financial Bid of second ranked team (L-2) minus Financial Bid of the first ranked team (L-1) is maximum. The same is illustrated as given below

Package No.	L-1	L-2	Financial Bid of L-2 minus Financial Bid of L-1	Remarks
P-2	V	U(team-1)	260-240 = 20 lacs	
	240 lakhs	260 lakhs		
P-3	V	P(team-1)	210-200 = 10 lacs	
	200 lakhs	210 lakhs		
P-4	V	T	220-210 = 10 lacs	
	210 lakhs	220 lakhs		

P-8	V	R(team-1)	195-190= 5 lacs	
	190 lakhs	195 lakhs		

As we can see there is saving of Rs. 20.00 lacs in package P-2, and saving of Rs. 10.00 lacs in P-3, P-4 these packages will be allotted to consultant V.

There is comparatively lesser saving in package P-8 if authority decides to allot it to Consultant V, therefore package P-8 will be allotted to Consultant R (Team 1) subject its limitation of getting 3 packages for single team and 6 packages for the firm.

2.3.Step 3

Results

Package No.	L-1	Cost
P-1	P (team-1)	180 lakhs
P-2	V	240 lakhs
P-3	V	200 lakhs
P-4	V	210 lakhs
P-5	R (team-1)	220 lakhs
P-6	Q	210 lakhs
P-7	R (team-1)	200 lakhs
P-8	R (team-1)	195 lakhs

6 NEGOTIATIONS

- 6.1 Prior to the expiration period of validity of proposal, the PWD shall notify the successful firm who submitted the lowest financial proposal in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract.
- 6.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations
- 6.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the PWD to ensure satisfactory implementation of the assignment.
- 6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the PWD expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 6.6 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than one (1) replacement of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in PWD works. PWD shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution upto 1 replacement. In case during negotiations, more than one replacements are sought by the L-1 consultant, his proposal shall be considered as Non-Responsive.

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable 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.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 1 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred upto two years for PWD consultancy projects.

- 6.7 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The PWD and the firm will finalise the contract to conclude negotiations.

7 AWARD OF CONTRACT

- 7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant.
- 7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

DATA SHEET
(As Mentioned in Letter of Invitation to Consultants)

Sub clause No. in Letter of Invitation to Consultants

1.4 Pre-Proposal Conference shall be held at: Executive Engineer, Public Works (East) Division, Pune on 03/07/2018 at 12.00 hrs.

1.12 The proposal shall be valid for 120 days after the last date of submission.

2.1 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:

Executive Engineer
Public Works (East) Division
Pune

3.1 The Language of documents and correspondence will be English

3.3 All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

3.7 PWD shall reimburse only GST. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than GST) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

3.8 The Consultants to state cost in INR .

4.6 The time and date of submission: **17.45 hrs on 10/07/2018.**

5.3 The points assigned to Technical Evaluation criteria are:

S. No.	Description
1	Relevant experience for the assignment
2	The quality of methodology and work plan proposed
3	Qualifications and competence of the key staff for the assignment
	Total

i) Sub criteria for Relevant Experience of the firm for the assignment

Particulars	Minimum requirements
Year of Establishment of the Firm (In case of JV year of establishment of Lead Member shall be considered)	3 years
Average Annual Turnover (last 5 years) from consultancy business	2% of project cost
Nos. of key personnel with the firm	20 personnel
Experience as Independent Engineer/Construction Supervision in Number of Highway Projects of length equal to 40% of project length of 2/4/6-laning or more in last 5 years*	2 projects
Experience in DPR preparation for Number of Highway Projects of length equal to 40% of project length of 2/4/6**-laning or more in last 5 years *	2 projects

**

Note 1: Employer's certificate/ certificate from Statutory Auditor should be submitted substantiating the experience/turnover claimed by the firm.

Note 2: **Experience of 4/6 lane shall be considered interchangeably for 2 laning projects. Experience of 4/6 lane will be considered for 2 laning projects with a multiplication factor of 1.50.

(ii) Sub criteria for Adequacy of the proposed work plan and methodology in response to the ToR.

Particulars	Minimum Requirement
Comments & Suggestions on TOR	Very Good
Quality of Approach and Methodology	Very Good
Work Programme & Manning Schedule	Very Good

*Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.

(iii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated.

S. No.	Staff Position
1	Team Leader Cum Senior Highway Engineer
2	Resident cum Highway Engineer
3	Highway Design Engineer
4	Senior Pavement Specialist
5	Senior Quality cum Material Expert

The technical proposal should qualify at least the minimum eligibility and qualification criteria as prescribed under the RFP and all the terms and conditions of this RFP in order to be considered responsive for financial evaluation.

(iv) Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated below as

- (v) The Consultant should confirm whether the team is meeting the minimum eligibility and qualification criteria as prescribed under this RFP.
- (vi) Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 3 days in case they have any objection.

5.6 The single currency for price conversion is INR.

5.8 Deleted

5.9 Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Contract Agreement. The Contract Agreement shall be executed by the Public Works Department, Government of Maharashtra and the selected bidder within a period of 15 (fifteen) days from the issuance of the Letter of Award by the Public Works Department, Government of Maharashtra and in the event that the selected bidder fails to execute the Contract Agreement in accordance with the terms and conditions of this RFP, the Public Works Department, Government of Maharashtra shall be entitled to encash and / or forfeit the Bid Security and / or the Performance Security as genuine liquidated damages incurred for loss and / or damage incurred by the Public Works Department, Government of Maharashtra.

Appendix-EC

1. Evaluation Criteria for Assessment of Experience of the Firm.

Deleted

2. Criteria for Adequacy of the Proposed Work Plan and Methodology

Deleted

3. Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment.
(Refer Para 5.3(iii) of Section 2, Data Sheet of RFP)

3.1 Team Leader cum Senior Highway Engineer

S. No.	Description	Minimum Requirement
1	General Qualification	
	Educational Qualification	Post Graduation in any discipline of Civil Engineering
2	Adequacy for the Project	
a)	Professional Experience in Highway Projects:	
i)	Total Professional Experience	15 years
ii)	Experience in Highway Development Projects	5 years
iii)	Experience in Highway Development projects on PPP	2 projects
b)	Experience as Team Leader or similar capacity of project Preparation of major highway Project of 2/4/6-laning/expressway costing more than Rs. 100 crores or of at least 50 km length.	2 projects
c)	Experience in position of Team Leader/Project Manager or similar capacity in Construction Supervision/IC involving 2/4/6-laning/ Expressway of minimum 50 km length <u>OR</u> 4/6-laning of Highway/ Expressway Projects costing more than Rs 100 crores	2 projects
d)	Experience in Operation and Maintenance of Major Highway.	2 projects

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant: Team Leader/Resident Engineer (Construction Supervision/IE/DPR).
- ii) On behalf of Contractor: Project Manager (Construction/Construction Supervision)
- iii) In Government Organizations: Superintending Engineer (or equivalent) and above or Executive Engineer (or Equivalent) and above for at least 7 years

(2) Only those projects will be considered for evaluation at S. No. 2(b), 2(c) and 2(d) above, where the input of the personnel is not less than 6 months, not less than one year and not less than 6 months respectively.

3.2. Deleted**3.3 Deleted****3.4. Resident cum Highway Engineer**

S. No.	Description	Min. Requirement
1	General Qualification	
	Educational Qualification	Graduation in any discipline of Civil Engineering
2	Adequacy for the Project	
	Professional Experience	
i)	Experience in supervision of Highway projects	15 years
ii)	Experience of Highway Project of Construction/Construction Supervision/IC on PPP Mode	2 projects

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant: Sr. Bridge Design Engineer/Sr. Bridge Engineer (Design only)
 - ii) In Government Organizations: Executive Engineer (or equivalent) and above.
Or Deputy Engineer (or Equivalent) and above for at least 7 years
- (2) Only those projects will be considered where at least 6 months input has been claimed.

3.5. Deleted

3.6 Senior Pavement Specialist

S. No.	Description	Minimum Requirement
1	General Qualification	
	Education Qualification	Graduate in Civil Engineering
2	Adequacy for the Project	
	Professional Experience	
i)	Professional Experience of Pavement Design/Construction and Maintenance of Highways/Roads/Air Field Runway	15 years
ii)	Experience in Similar capacity in Construction/Construction Supervision of 4/6-laning of major Highway Projects	5 years
iii)	Experience as Pavement/Geo-technical Engineer in construction/construction supervision of Major Highway projects (4/6-laning) and Experience in design/construction and maintenance of flexible/rigid pavement including latest codal provision/specifications.	02 Projects

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant/Contractor: Senior Pavement Specialist/Senior Pavement Engineer/Senior Pavement Expert
- ii) On behalf of Government: Executive Engineer
Or Deputy Engineer (or Equivalent) and above for at least 7 years

(2) Only those projects will be considered where at least 6 months input has been claimed.

S. No.	Description	Minimum Requirement
1	General Qualification	
	Educational Qualification	Graduate in Civil Engineering
2	Adequacy for the Project	
	Professional Experience	
i)	Total Professional Experience	15 years
ii)	Experience in similar capacity in Construction/Construction Supervision of major Highway Projects (2/4/6-laning projects)	5 years
iii)	Similar Highway projects (2/4/6-laning) handled in similar capacity and Experience in latest Quality management techniques in Highway Projects using modern technology.	02 Projects

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant/Contractor: Senior Quality Expert/Senior Material Engineer/Senior Material Expert/Senior Quality Engineer
- ii) On behalf of Government: Executive Engineer
Or Deputy Engineer (or Equivalent) and above for at least 7 years

(2) Only those projects will be considered where at least 6 months input has been claimed.

3.8 Highway Design Engineer

S. No.	Description	Minimum Requirement
1	General Qualification	
	Educational Qualification	Graduate in Civil Engineering
2	Adequacy for the Project	
	Professional Experience	
i)	Total Experience in Highway Works	15 years
ii)	Experience in Highway Designing works	5 years
iii)	Experience as Highway Design Engineer in DPR/Supervision of major 2/4/6 lane improvement projects	02 Projects
iv)	Experience on computer aided design methods for civil/Highway Engineering with particular reference to CAD application to geometric design for Highway rehabilitation and/or upgrading projects and Experience on major Highway projects on PPP mode	02 Projects

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant/Contractor: Senior Quality Expert/Senior Material Engineer/Senior Material Expert/Senior Quality Engineer
- ii) On behalf of Government: Executive Engineer
Or Deputy Engineer (or Equivalent) and above for at least 7 years

(2) Only those projects will be considered where at least 6 months input has been claimed.

3.9 Deleted

3.10. Deleted

3.11. Deleted

SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

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

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2014-2015, FY 2015-2016 and FY 2016-17)**. For claiming experience of Highway projects completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

The following information related to the firm should be provided in the proposal.

- Name of the package applied for:-
- Year of establishment of firm *

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

NOTE: - Year of Establishment of Lead Partner of JV shall be considered.

*Copy of Certificate of incorporation shall be submitted.

- Office/Business Address/Telephone nos./Cable Address.
- Narrative description of firm (Not more than 2 sheets)
- Name of two(2) principals who may be contacted with title and telephone number/fax number/e-mail.
- Financial Statement of the last three years. **

S. No.	Particular	2017-2018	2016-2017	2015-2016
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			

Balance Sheet/Auditor Certificate of last 3 years (2015-16, 2016-17 and 2017-18)** shall be submitted as evidence of Annual Turnover.

- The amount shall be stated in INR.
- The currency conversion rate for the respective years shall be mentioned for other International currencies.
- Wherever details for Audited Balance Sheet, Financial Statement, Balance Sheet/Auditor Certificate of last 3 years are sought, the last 3 year shall be preceding the year in which Bid submission is to be made.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect duly certified by statutory body like Chartered Accountant or Independent Auditor who are competent to do so as recognized by the state Concerned. In such a case, the Applicant shall provide the Audited Annual Reports for 3 years preceding the year for which the Audited Annual Report is not being provided.

vii) Only those projects, to be included in the table which are Highways Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.

(viii) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

S. No	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

(ix) Number of Key Personnel employed with the firm for more than one year from bid submission date:

Key Personnel	Number of key personnel employed		
	Sole Applicants (Lead Member in case of JV)	JV (1)	JV(2)
Team Leader cum Senior Highway Engineer			
Resident cum Highway Engineer			
Highway Design Engineer			
Senior Pavement Specialist			
Senior Quality cum Material Expert			

SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the PWD.
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team member
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.
Appendix B-8	Affidavit-Correctness of CVs of Key Personnel and experience claimed by the firms.
Appendix B-9	Integrity Pact

APPENDIX B-1**Technical proposal submission form**

FROM (Name of Firm)

To: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for engagement as IE for the HYBRID ANNUITY work Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain, Yours sincerely,

Managing Director/Head of the firm/Authorised
Representative of the firm + *
Name of the firm

*Lead Member in case of JV

APPENDIX B-2 : COMMENT AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE PWD

On the Terms of Reference (not more than one page):

- 1.
- 2.
- 3.
- 4.
-

On the services and facilities to be provided by the PWD (not more than one page)

- 1.
- 2.
- 3.
- 4.
-

APPENDIX B-3 : APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(not more than six pages)

APPENDIX B-4 : COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Technical/Managerial Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
..			
..			

2. Support Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
..			
..			

APPENDIX B-5 :**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF****Proposed Position :****Name of Firm :****Name of Staff :****Profession :****Date of Birth :****Years with Firm/Entity :** **Nationality :****Membership of Professional Societies :****Education:**

[Summarise college/university and other specialised education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Please attach printout of CV along with all the relevant details uploaded on infracon portal.

PART - A

Please provided following details for the proposed key-personnel from current period to start of employment in chronological order . Within each employer/period the details are to be provided project wise. in case the applicant was deployed in more than one project during any period / duration, this should be clearly brought out .

Project Index No. –

<u>Period from</u>	<u>Period to</u>
Name of employer	
Name of the Project	
Client for the project	
Project Description (give details of 2/4/6 lane lengths involved , details of structures involved	
Designation /position held in Project	
Is the position held is similar to the position required in RFP for this position	<u>Yes/no (give reasons why)</u>
Duties and responsibility of key-	

Public Works Department (Maharashtra)		Request for Proposal for IL	
personnel in the project			
Eligibility of above project as per sub criteria:			
Sub-Criteria No. as per appendix EC for the key-personnel (adequacy for the project)	Relevant qualifying year for this project (No. of months)	Relevant qualifying Project Number (1 or 0 ; 1 for Yes & 0 for No)	Mention Project serial Number if this Project, is overlapping with any other Project

PART-B

2. After completion of details for all projects, provide summary of evaluation as below to arrive at marks for CV:-

Sub-Criteria No. & name as per appendix EC (Adequacy for the project) for key-personnel	Relevant qualifying duration (No. of months) / for all qualifying projects combined	Relevant qualifying Number of Projects in this category	Project Index Number(s) fulfilling this criteria

Certification by the Candidate

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by PWD, NHAI or any other central/stage government organization nor left any assignment with the consultants engaged by Employer / contracting firm (firm to be supervised now) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by ----- (the applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month / Year)	Likely end (Month / Year)	Total input of the person (man-months)

Note : CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as L1 do not exceed 3 (three) for Senior Pavement Specialist and Highway Design Engineer.

..... Date
(Signature of Key Personnel)

(Day/Month/Year)

The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-EC and furnish the same here. While submitting the self-evaluation along with bid, Consultant shall make references to the documents which have been relied upon in his self-evaluation.

Certification by the firm

The undersigned on behalf of -----(name of consulting firm) certify that Shri----- (name of proposed personnel) to the best of our knowledge has neither been debarred by PWD / NHAI or any other Central/State Government organization nor left his assignment with any other consulting firm engaged by the Employer / Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

..... Date : (Day/Month/Year)

*** The certification of the firm should be submitted in the bid.**

Note:-

- a) Personnel is to affix his recent photograph on first page of CV.**
- b) Complete address and phone number of the Personnel is to be provided.**
- c) Document for proof of age is to be enclosed.**
- d) Document for proof of qualification is to be enclosed.**
- e) Age of the personnel shall not be more than as specified.**
- f) Experience certificate from the employer is to be enclosed.**

APPENDIX B-6: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**A. Activity Schedule**

Sl. No.	Name	Position	Month wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]												
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th and subsequent years	Number of Months
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
-															-
-															-

APPENDIX B-7 : ACTIVITY (WORKS) SCHEDULE**A. Activity Schedule**

Sl. No.	Item of Activity (Works)	Monthwise Program (in form of Bar Chart) [1 st , 2 nd , etc. are months from the start of concessionment]											
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
1												
2												
3												
4												
-												
-												

B. Completion and Submission of Reports

S. No.	Reports :	Programme : (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as Completion Report	

**APPENDIX B-8:
AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL AND EXPERIENCE
CLAIMED BY THE FIRMS**

(To be submitted on non-judicial Stamp Paper)

I, the undersigned, on behalf of _____ (name of the Consultant submitting the proposal), do hereby certify that the details furnished in this proposal including CV of key personnel and experience claimed by the firm/firms are true and correct to the best of my knowledge and belief.

**Managing Director/Head of the
Firm/Authorised Representative of
the firm*
Address
*Lead Member in case of JV**

APPENDIX B-9:**INTEGRITY PACT**

Tender No. _____

This integrity Pact is made at _____ on this _____ day of _____ 2017.

Between

The Executive Engineer, Public Works (East) Division, Pune 411001 on behalf of the Public Works Department (Maharashtra) (PWD), having its office at 95, New Administrative Building No. 2, PWD Compound, R.C.Marg, Chembur, Mumbai - 400 071 hereinafter referred to as “**The Principal**”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

_____ hereinafter referred to as “**The Bidder/Contractor /Concessionaire/Consultant**” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for Independent Engineer Services for RFP for Package No.-28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298) to two lane with paved shoulder in the state of Maharashtra under MRIP on Hybrid Annuity Mode.

”. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:-

Article-1 Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept,

(51)

RFP for IE services for Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Roads SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)

for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article – 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder/ Contractor/ Concessionaire/ Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Consultant for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder/ Contractor/ Concessionaire/ Consultant with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Consultant shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4 Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and

recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5 Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatments of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the concessionaire 24 months after his concession period is over and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of PWD.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e . Pune_.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/
Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place_____

Date_____

Witness 1 :

(Name & Address): _____

Witness 2 :

(Name & Address):_____

SECTION 5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial proposal submission form

Appendix C-2 Summary of costs

Appendix C-3 Breakdown of local currency costs

Appendix C-4 Breakdown of foreign consultants cost.

APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM**FROM: (Name of Firm)****TO :**

Executive Engineer,
Public Works (East) Division,
'B' BARRACK CENTRAL BUILDING CAMP
PUNE 411001

Subject:

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

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

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

We remain, Yours
sincerely,

**Managing Director/Head of the
firm/Authorised Representative of the
firm***

Name of the firm

Address

*Lead Member in case of JV

APPENDIX C-2 : SUMMARY OF COSTS

No.	Description	Amount Rs
	Local Consultants	
I	Remuneration for Local Professional Staff	
II	Supporting Staff	
III	Office Expenses	
IV	Survey Equipment with Survey Party and Vehicle	
V	Contingencies	
	Subtotal Local Consultant	
	Foreign Consultants	
F-1	Remuneration for Expatriate Staff	
F-II	Mobilization and Demobilisation	
F-III	Accommodation for Consultants' Staff	
F-IV	Other Costs	
	Subtotal Foreign Consultants	
	Consultancy Services Tax Payable in India	
	Total Costs (Including Tax)	

Note: Payments will be made as per stipulations of the Conditions of Contract.

APPENDIX C-3: BREAKDOWN OF LOCAL CURRENCY COSTS**I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF**

S. No.	Key Personnel	Man-month in Construction period of 24 months	Man-month in Development and O&M period
A: Key Personnel			
1.	Team Leader Cum Senior Highway Engineer	8	4
2.	Resident cum Highway Engineer	16	8
3.	Highway Design Engineer	8	4
4.	Senior Pavement Specialist	8	4
5.	Senior Quality cum Material Expert	24	3
6.	Sub Total	64	23
	Total for Construction and O&M	87	
B: Sub Professional Staff			
7.	Survey Engineer (1 nos)	16	7
8.	Assistant Highway Engineer (1 nos)	24	12
9.	CAD Expert	6	0
10.	Assistant Quality cum Material Engineer (1 nos)	24	3
11.	Sub Total	70	22
	Total for Construction and O&M	92	
	Total	179	

The financial expert or legal expert may be required for the project for specific needs. Their deployment shall be arranged by the consultants on specific requisition from authority and the payment shall be made as per the actual deployment. The financial expert or legal expert shall be paid at the rates quoted for senior pavement specialist

TBN = To Be Named

***The man-month against each key personnel/sub-professional shall be same as specified in Enclosure A of TOR.**

II. Support Staff

(59)

No.	Position	Name	Staff Months	Billing Rate ()	Amount ()
			Total :		

III. Office Expenses

Including office rent, furniture, office supplies, Printing and transportation

IV. Survey Equipment with Survey Party and Vehicle etc complete

Description	Nos. of Months	Rate /month	Amount
Rental cost towards Survey Equipment (GPS/Total station /Auto Level) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive of vehicle rental driver's salary, fuel operation and maintenance etc complete) with rods, flags and other sundries	24		

V. Contingencies

A fixed amount of Indian Rupees _____ shall be included in the Financial Proposal. The provisions of Contingency shall be operated with the specific approval from the Competent Authority in PWD.

APPENDIX C-4: BREAK UP OF COSTS OF FOREIGN CONSULTANTS IN LOCAL CURRENCY

S. No.	Description	INR
F-I	Remuneration for Expatriate Staff	
F- II)	Other costs if any specify	
	TOTAL COSTS ()	

I. Remuneration for Expatriate Staff

No.	Position	Name	Years 1 to 3		
			Monthly Billing rate (in Rs)	No. of Man-Month	Amount (Rs)
			Total:		

II. Other Costs if any specify

SECTION 6: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER**1 Scope**

- 1.1 These Terms of Reference for the Independent Engineer (**the “TOR”**) are being specified pursuant to the Concession Agreement dated ***** (the “Agreement”), which has been entered into between the Authority and *******SPV of *******, (the “Concessionaire”) for the Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298) *two lane with paved shoulder in the state of Maharashtra under MRIP on Hybrid Annuity Mode.*” and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

- 1.2 This TOR shall apply to construction, operation and maintenance of the Project Highway.

2 Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (i) review and recommend (in technical terms) of the Drawings and Documents as set forth in Paragraph 4;
 - (ii) review, recommend (in technical terms) inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (iv) review, recommend (in technical terms), inspection and monitoring of O&M as set forth in Paragraph 6;
 - (v) review, recommend (in technical terms), inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - (vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - (vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9;
 - (ix) assisting Authority in review and inspection of the books of accounts submitted by the Concessionaire to the Authority and the records maintained by Concessionaire as set forth in Paragraph 12
 - (x) providing all requisite data on monthly basis in Monthly Progress Report (MPR) within a period of 7 days from the close of month, as required by Authority, for updating the project specific website substantially in the format as may be prescribed
 - (xi) carrying out minor design works such as design of drainage, blackspot removal design, etc upon request of Authority; and
 - (xii) undertaking all other duties and functions in accordance with the Agreement.
- 3.2 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.

4 Development Period

- 4.1 During the Development Period, the Independent Engineer shall undertake a detailed review and recommend (in technical terms) 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 Authority 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.
- 4.2 The Independent Engineer shall review and recommend (in technical terms) 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.
- 4.3 The Independent Engineer shall review and recommend (in technical terms) the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- 4.4 The Independent Engineer shall review and recommend (in technical terms) 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.
- 4.5 Upon reference by the Authority, the Independent Engineer shall review, recommend (in technical terms) and comment on the Hybrid Annuity Contract (Model Concession Agreement) or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- 4.6 Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the Concessionaire be checked and approved. Thus, the Consultant shall check contents of Quality Assurance Plan and Manual of Concessionaire as per requirements of Quality Management System (as per ISO 9001), IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Consultant shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Consultant shall review and formally approve the QAM and Quality Plan and send one copy to the Authority.

5 Construction Period

- 5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review, recommendations (in technical terms) and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 5.2 The Independent Engineer shall review and recommend (in technical terms) the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3 The Independent Engineer shall inspect the Construction Works and the Project once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, 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 Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.4 The Independent Engineer may inspect the Project more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5 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 5.5, 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 issued by the Authority (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.
- 5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, 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.
- 5.7 The timing of tests referred to in Paragraph 5.5, 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.
- 5.8 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 5 shall apply to such tests.
- 5.9 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 COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 5.10 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 Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 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 Authority forthwith, recommending

whether or not such suspension may be revoked by the Authority.

- 5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 5.14 Upon reference from the Authority, 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 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- 5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.
- 5.16 Upon reference from the Authority, 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 Clause 16.6.1 of the Concession Agreement.

6 Operation Period

- 6.1 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 4 shall apply, *mutatis mutandis*.
- 6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.4 The Independent Engineer shall inspect the Project once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 6.5 The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 6.6 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.
- 6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, 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.

- 6.8 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 Authority for such delay.
- 6.9 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 Authority under Clause 17.7.
- 6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.11 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 Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.12 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with the provision of this Agreement.

7 Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 32.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 33.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 7.2 The Independent Engineer shall inspect the Project once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 33, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8 Determination of costs and time

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

9 Assistance in Dispute resolution

- 9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 9.2 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.

10 Other duties and functions

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

11 Miscellaneous

- 11.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 11.2 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 Authority forthwith.
- 11.3 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 Authority along with its comments thereon.
- 11.4 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.
- 11.5 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 Authority or such other person as the Authority 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 Authority.
- 11.6 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.

12. 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 Consultant in notifying to PWD 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 its authorized representative, who shall issue on behalf of the IE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by PWD. The IE shall take prior approval of PWD before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

13. CONSULTANT'S PROPOSAL

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

- i. Team Leader Cum Senior Highway Engineer
- ii. Resident cum Highway Engineer
- iii. Highway Design Engineer
- iv. Senior Pavement Specialist
- v. Senior Quality cum Material Expert

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- 13.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. The Consultant should feel free to submit their proposal on the basis of the man-months which they consider to be necessary to undertake the assignment. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet 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. Age Limit for the positions of Team Leader, Resident Engineer, Senior Pavement Specialist and Senior Quality cum Material Expert is relaxable by 5 years i.e. upto 70 years of age at the time of submission of proposal and he can continue upto 73 years, subject to production of Medical Fitness Certificate.** 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 PWD 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. In case the key personnel leaves the assignment without approval of PWD, PWD would be at liberty to take any appropriate action against that key personnel including debarment.
- 13.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

14. PERIOD OF SERVICES

- 14.1 The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.
- 14.1.1 The appointment of the Independent Engineer shall initially be as per details given below.

Estimated Period of service (in months)	Estimated Construction period (in months)	Estimated Development & O&M period (in months)
36	24	12

The total time period for the assignment as independent consultant shall be maximum of 36 months inclusive of estimated development period of 3 months, estimated construction period of 24 months and estimated operations and maintenance period of 9 months, under the terms and conditions of this RFP. In case the development period and / or the construction period is completed prior to expiry of 3 months and / or 24 months respectively, the operations and maintenance period shall stand increased accordingly up to a maximum of 12 months, automatically without requiring any further act and / or action from the independent consultant and / or the Employer, provided that the total time period for the

assignment does not exceed 36 months. For the avoidance of any doubt, it is hereby clarified that in the event that sum of the development period, construction period and the operations and maintenance period of 12 months is less than 36 months, the total time period for the assignment as Independent Consultant shall be such lesser period. In case the development period and / or the construction period exceeds 3 months and / or 24 months respectively, then O&M period shall stand reduced accordingly, automatically without requiring any further act and / or action from the Independent Consultant and / or the Public Works Department, Government of Maharashtra, provided that the total time period for the assignment does not exceed 36 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 **Enclosure A**.

15. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. **The BG shall be valid for a period of 38 months i.e. upto 2 months beyond the expiry of the Contract of 36 months.** The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM 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 the case of a Foreign Bank (issued by a Branch in India) the network in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

**MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF
INDEPENDENT ENGINEERS**

S. No.	Key Personnel	Man-month in Construction period of 24 months	Man-month in Development and O&M period
A: Key Personnel			
1.	Team Leader Cum Senior Highway Engineer	8	4
2	Resident cum Highway Engineer	16	8
3	Highway Design Engineer	8	4
4	Senior Pavement Specialist	8	4
5	Senior Quality cum Material Expert	24	3
7	Sub Total	64	23
	Total for Construction and O&M	87	
B: Sub Professional Staff			
8.	Survey Engineer (1 nos)	16	7
9.	Assistant Highway Engineer (1 nos)	24	12
10	CAD Expert	6	0
11	Assistant Quality cum Material Engineer (1 nos)	24	3
12	Sub Total	70	22
	Total for Construction and O&M	92	

Note: (i) The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from PWD before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensurate with the roles and responsibilities of each position.

(ii) The financial expert or legal expert may be required for the project for specific needs. Their deployment shall be arranged by the consultants on specific requisition from authority and the payment shall be made as per the actual deployment. The financial expert or legal expert shall be paid at the rates quoted for senior pavement specialist.

Enclosure B**QUALIFICATION OF KEY PERSONNEL****RESIDENT CUM HIGHWAY ENGINEER**

The Resident cum Highway Engineer shall be responsible for supervising the works of highway to be constructed by the Concessionaire for this project. He shall also inspect the pavement rehabilitation and repair works to be undertaken by the Concessionaire.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 15 years in supervision of Highway Projects.
- (c) Should have handled at least 2 major 2/4/6 laning projects.

(2) Preferential Qualifications.

- (a) Post Graduate Degree in Civil Engineering.
- (b) Experience of Highway Project of Construction / Construction Supervision/IC on PPP Mode

SENIOR PAVEMENT SPECIALIST

The expert shall be continuously interacting with the Concessionaire, to ensure life cycle cost effectiveness and viable design of pavement including appropriate rehabilitation/strengthening of the existing two lane pavement which is significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 15 years in Pavement Design / Pavement Construction / Pavement Maintenance of Highways / Roads / Airfield Runways
- (c) Experience of 5 years in similar capacity in Construction / Construction Supervision of 4/6 laning of major highway projects.
- (d) Experience as Pavement / Geotechnical Engineer in Construction/Construction Supervision of at least 2 major highway projects.

2) Preferential Qualifications.

- (a) Post Graduate Degree in Highway Engineering / Pavement Design
- (b) International experience in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.
- (c) Experience as a Pavement Specialist/Pavement Engineer in PPP project.

SENIOR QUALITY/MATERIAL EXPERT

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipments are fully met. Experience in latest Quality Management techniques in highway projects shall have added advantage.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 15 years.
- (c) Experience of at least 5 years as Senior Quality/ Material Expert or in similar capacity in Construction /Construction Supervision /major highway projects
- (d) Experience as Senior Quality/ Material Expert or in similar capacity in handling of at least 2 similar highway projects.

2) Preferential Qualifications.

- (a) Post Graduate Degree in Geotechnical Engineering / Foundation Engineering / Soil Mechanics.
- (b) Experience in latest quality management techniques in highway projects using modern technology.

HIGHWAY DESIGN ENGINEER

The Highway Engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software and also construction and O&M works. Should be a graduate in Civil Engineering from a recognized University (higher qualifications will be preferable); His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for highway rehabilitation and/or upgrading projects.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 15 years in highway works.
- (c) Experience of at least 5 years (out of total 15 years) in Highway Designing works
- (d) He should have handled as Highway Design Engineer at least 2 Projects of major 2 lanning / 4 laning/ 6 laning improvement projects.
- (e) Exposure of Computer Software Programmes for Design of Highways

(2) Preferential Qualifications.

- (a) Post Graduate Degree in Highway Engineering
- (b) Experience in Highway Projects on PPP Mode

SUB PROFESSIONAL**SURVEY ENGINEER**

The candidate should be Graduate in Civil Engineering/Survey with at least 5 years experience in the field of surveying out of which 3 years should be for highway projects. He should have involved in at least 1 similar highway projects. Firm may field Survey Engineer with diploma in Civil Engineering/Survey having at least 10 years experience in the field of surveying out of which at least 5 years should be in highway projects and they should have also dealt with at least 1 project of similar nature. This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.

ASSISTANT HIGHWAY ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled at least 1 road project.

CAD EXPERT

He should be Graduate in Civil Engineering/Computer Science having experience in computer related

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RFP for IE services for Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)

ASSISTANT QUALITY CUM MATERIAL ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience or diploma in Civil Engineering with 5 years experience. He should have handled at least 1 road project.

SECTION 7: DRAFT FORM OF CONTRACT

Note: This draft Agreement is a generic document and shall be modified based on particulars of the HYBRID ANNUITY Project.

CONTRACT FOR CONSULTANT'S SERVICES

Between

(Name of Client)

And

(Name of Consultant)

Dated:

(77)

RFP for IE services for Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)

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Appendix M : Minutes of pre-bid meeting

Appendix-N : Form of Bank Guarantee for Bid Security

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V ANNEXURES.....

1. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the _____
Month of _____, 200 _____, between, on the one hand _____ (hereinafter
Called the “Client) and, on the other hand, “Consultants”).

[Note : If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

“...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants’ obligations under this Contract, namely, _____ and _____ (hereinafter called “Consultants”)]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called “GC”);
- (b) The Special Conditions of Contract (hereinafter called “SC”);
- (c) The following Appendices :

[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A	:	Description of the Services
Appendix B	:	Reporting Requirements
Appendix C	:	Key Personnel and Sub-consultants
Appendix D	:	Medical Certificate
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Appendix I	:	Form of Performance Bank Guarantee
Appendix J	:	Form of Bank Guarantee for Advance Payments
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Appendix L	:	Letter of Award
Appendix-M	:	Minutes of pre-Bid Meeting
Appendix-N	:	Form of Bank Guarantee for Bid Security
Appendix-O	:	Memorandum of Understanding (in case of JV)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

[Name of the Member]

By

(Authorized Representative)

etc.

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GENERAL CONDITIONS OF CONTRACT**1. General Provisions**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of Client’s Country; (g) “Local currency” means the Indian Rupees;
- (h) “Consultant” wherever mentioned in this Contract Agreement means the “Independent Consultant (IE)” and includes and sub-consultants or Associates engaged by the primary consultant.
- (i) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s Country, “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Government’s Country; and “key personnel” means the personnel referred to in Clause GC 4.2 (a).
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be

adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with PWD, the Concessionaire and the Independent Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

- (n) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 **Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 **Notices**

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.
- 1.6.2 Notice will be deemed to be effective as specified in the SC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 **Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations. whether in Government's Country or elsewhere, as the Client may approve.

1.8 **Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from

the Client.

1.9 **Authorized Representatives**

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. PWD shall reimburse only GST on production of project specific proof of payment of GST.

2. Commencement, Completion, Modification and Termination of Contract**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

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

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure**2.7.1. Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered

impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder .
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of **such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence** of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) if Concessionaire represents to PWD that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, PWD may terminate this contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

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

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of the Consultants

3.1 General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods" The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates, as well as the Personnel of the Consultants and any Sub- consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

(90)

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (PWD) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

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

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

(91)

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, 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.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

(92)

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants and or Associates**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose ,to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified. In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix-C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 20% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 25% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 30% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by PWD while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from

further PWD works for an appropriate period to be decided by PWD and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as liquidated damages as a genuine estimate of loss and / or damage as may be incurred by the PWD for submitting the incorrect information. This liquidated damages as a genuine estimate of loss and / or damage as may be incurred by the PWD will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by PWD to black-list that firm.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub- consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.6 Counterpart Personnel

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such - member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the

affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable to foreign consultants is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

(a) Local currency payments shall be made in the currency of the Government.

(b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in local currency,

6.4 Mode of Billing and Payment

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

(a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance

payment will be due after provision by the Consultants to the Client

of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix J hereto or in such other form as the Client shall have approved in writing.

- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Monthly statements shall be submitted in respect of amounts payable in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes**8.1 Amicable Settlement**

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

8.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT**GC Clause****A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

1.1(a) The words 'in the Government's country' are amended to read 'in INDIA'

1.4 The language is: English

1.6.1 The addresses are:

Client: **Executive Engineer
Public Works (East) Division
'B' BARRACK CENTRAL BUILDING CAMP
PUNE 411001**

Attention: Shri Milind S.Barbhai
Cable address: eastpune.ee@mahapwd.com
Telex: **020 - 26122457**
Fax:

Consultants:
Attention:

Cable address : _____

Telex : _____

Facsimile : _____

[Note : Fill in the Blanks]

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission;

and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is:

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorised Representative are:
For the Client: Shri Milind S.Barbhai
Executive Engineer
Public Works (East) Division
'B' BARRACK CENTRAL BUILDING CAMP
PUNE 411001

For the Consultants: _____

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The Contract shall be effective from the date of execution of the Contract Agreement by the Client and the Consultant, in accordance with the terms and conditions of the Contract

2.2 This is not applicable and the Contract shall be effective from the date of execution of the Contract Agreement by the Client and the Consultant, in accordance with the terms and conditions of the Contract.

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

- 2.4 The total time period for the assignment shall be maximum of 36 months inclusive of estimated development period of 3 months, estimated construction period of 24 months and estimated O&M period of 9 months, under the terms and conditions of the Contract. In case the development period and / or the construction period is completed prior to expiry of 3 months and / or 24 months respectively, the O&M period shall stand increased accordingly up to a maximum of 12 months, automatically without requiring any further act and / or action from the Consultant and / or the Client, provided that the total time period for the assignment does not exceed 36 months as per the terms and conditions of the Contract. For the avoidance of any doubt, it is hereby clarified that in the event that sum of the development period, construction period and the O&M period of 12 months is less than 36 months, the total time period for the assignment for the Consultant shall be such lesser period. In case the development period and / or the construction period exceeds 3 months and / or 24 months respectively, then O&M period shall be reduced accordingly, automatically without requiring any further act and / or action from the Consultant and / or the Client, provided that the total time period for the assignment does not exceed 36 months as per the terms and conditions of the Contract.

3.4 Limitation of the Consultants' Liability towards the Client

- (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
- i) for any indirect or consequential loss or damage; and
 - ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
 - iii) The policy should be issued only from an Insurance Company operating in India.
 - iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
 - v) If the Consultant enters into an agreement with PWD in a joint venture or 'in association', the policy must be procured and provided to PWD by the joint venture/in association entity and not by the individual partners of the joint venture/association.
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of PWD. The insurance company may provide an undertaking

in this regard.

- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

3.5 The risks and the coverage shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7(c) The other actions are

- "(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b)

The ceiling in local currency is: Rs.65 = 1\$

6.2(a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in local currency shall be adjusted as follows :

(103)

- (i) Deleted.
- (ii) Remuneration paid in local currency pursuant to the rates set forth in Appendix H shall be adjusted every twelve (12) months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the contract) by 5% per annum for all items of contract inter alia including vehicle hire, office rent, consumables, furniture etc.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for foreign and local Personnel are set forth in Appendix G and the rates for local Personnel, in Appendix H.

6.3 (a) Deleted.

6.3(b)(i) Remuneration for foreign Personnel shall be paid in local currency and remuneration for local Personnel shall be paid in local currency.

6.3(b)(ii) The reimbursable expenditures of foreign consultants in local currency shall be the following:

1) a per diem allowance for each of the Personnel for every day in which such Personnel shall be absent from his home office and shall be outside India for the purpose of the Services at the daily rate specified in Appendix G.

2) the following transportation costs

- (i) the cost of international transportation of the foreign personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
- (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in

the Government's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in India. Such Personnel will be entitled to such extra round trip only if upon their return to India, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months;

- (iii) the cost of transportation to and from India of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in India for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in India shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24) month assignment will be reimbursed;
 - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc. at a fixed unit price per round trip as specified in Appendix G .
- 3) the cost of communications (other than those arising in India) reasonably required by the Consultants for the purposes of the Services.
 - 4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. Specified in Appendices A and B hereof;
 - 5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services as per Appendix-H;
 - 6) the cost of shipment of personal effects up to as per Appendix-G;
 - 7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;
 - 8) the cost of training of the Client's personnel outside India, as specified in Appendix G;
 - 9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G;
 - 10) the cost of any subcontract required for the Services and approved in writing by the Client;
 - 11) the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Client; and

- 12) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of clause GC6.1(c), *[Note: Items that are not applicable should be deleted; others may be added]*

6.3 (b) (iii) The reimbursable expenditures in local currency shall be the following:

- 1) a per diem allowance at a rate in local currency equivalent to Rs.65 = 1\$ *[Note: Name agreed foreign currency specified in Clause SC 6.3 (a) per day, for each of the short-term foreign Personnel (i.e. with less than twelve (12) months consecutive stay in India) for the first sixty (60) days during which such Personnel shall be in India;*
- 2) a per diem allowance at a rate in local currency equivalent to Rs.65 = 1\$ *[Note: Name agreed foreign currency specified in Clause SC 6.3(a) per day, for each of the short-term foreign Personnel for each day in excess of sixty (60) days during which such Personnel shall be in India;*
- 3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in India) at the rates specified in Appendix H;
- 4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in India, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
- 5) the cost of equipment, materials and supplies to be procured locally in India as specified in Appendix H;
- 6) the local currency cost of any subcontract required for the Services and approved in writing by the Client;
- 7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- 8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

6.4 (a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee :

- 1) An advance payment of 10% of the contract price in proportion to the quoted Indian currency (INR in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal instalments against the statements for the first 12 months of the Service until the advance payment has been fully set off.

2) The bank guarantee shall be in the amount of the advance payment

3) Interest rate shall be 10% per annum (on outstanding amount) for local currency.

6.4 (c) The interest rate is 6% per annum for local

6.4 (e) The accounts are:

- For local currency : Rs.65 = 1\$

[Note: Insert account number, type of account and name and address of the Bank]

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

8.2.1 Selection of Arbitrators

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“**MCIA Rules**”), which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Pune, Maharashtra].

The Tribunal shall consist of [one] arbitrator(s).

The language of the arbitration shall be English.

Sl No.	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs. 15,000/- per day subject to a maximum 4 lacs Or Rs 25 lacs (lump sum) subject to publishing the award within 12 months.
2	Reading Charges	Rs 15,000/-
3	Secretarial Assistance & Incidental charges (telephone, fax, postage etc.)	Rs 20,000/-
4	Charges for Publishing /declaration of the Award	Maximum of Rs. 20,000/-
5	Other expenses (As per actuals against bills subject to the prescribed ceiling given below)	

The Fee structure shall be as given below:

	Travelling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (by road) 1. Rs 15,000/- per day (in metro cities) 2. Rs 7,000/- per day (in other cities) 3. Rs 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	Rs. 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs. 3,500/- per day
Note:-	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 Kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Details as per TOR

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Please refer TOR

Appendix C: Key Personnel and Sub-consultants

- [List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work in India, and staff- months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.*
- C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)*

Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]

Appendix E: Hours of Work for Key Personnel

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the concessionaire. In this context incase the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.

Appendix F:**Duties of the Client**

1. Access to the quality control laboratory for performing various types of tests, which will be provided by the concessionaire including the testing personnel.
2. To provide Concessionaire's RFP, Bid submission, Concession Agreement, Data and information for field surveys and investigations
3. To ensure availability of the Detailed Work plan and Programme for Design and Construction of Project Highways from Concessionaire.
4. To ensure availability of the Quality Assurance Plan and Quality Control Procedures from the Concessionaire.
5. To provide relevant reports and necessary data as per the reporting obligation of concessionaire under the concession Agreement.
6. Necessary letters, which will be required for Visa's of foreign personnel and procuring other services by the consultant for performing project services.

Appendix G: Cost Estimates of Foreign Consultants

List here under cost estimates of foreign consultants in local currency:

1. Monthly rates for foreign Personnel (Key Personnel and other Personnel)
2. Reimbursable/Rental/Fixed expenditures:
 - a. Per diem allowances.
 - b. Air transport for foreign Personnel.
 - c. Air transport for dependents. d. Transport of personal effects. e. International communications.
 - f. Printing of documents specified in Appendices A and B hereof
 - g. Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to India).
 - h. Other expenditures, like use of computers, foreign training of Client's staff, various tests, etc.

Appendix H: Cost Estimates in Local Currency

List hereunder cost estimate in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable/Rental/Fixed expenditures as follows:
 - a. Per diem rates for subsistence allowance for foreign short-term Personnel plus estimated totals.
 - b. Living allowances for long-term foreign Personnel, plus estimated totals.
 - c. Cost of local transportation.
 - d. Cost of other local services, rentals, utilities, etc.

Appendix I: FORM OF PERFORMANCE SECURITY**(PERFORMANCE BANK GUARANTEE)**

(Clause-20 of TOR)

To

Executive Engineer,
Public Works (East) Division
'B' BARRACK CENTRAL BUILDING CAMP
Pune 411001

WHEREAS _____

[Name and address of Consultants]¹ (hereinafter called "the consultants")
has undertaken, in pursuance of Contract
No. _____ dated _____ to provides
the services on terms and conditions set forth in this Contract

[Name of contract and brief
description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of

_____ [amount of Guarantee] 2
 _____ [in words], such sum
 being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is
 restricted to Rs. _____
 (Rs. _____) and the guarantee shall remain valid till . Unless a
 claim or a demand in writing is made upon us on or before _____ all our liability under this
 guarantee shall cease.

This guarantee shall be valid for a period of 44 months i.e. upto 2 months beyond the expiry of contract of 42 months.

Signature and Seal of the Guarantor _____
 In presence of

Name and Designation _____ 1.

(Name,
Occupation)

Signature &

Name of the Bank _____

Address _____

2.

(Name & Occupation)

Date _____

¹ Give names of all partners if the Consultants is a Joint Venture.

Appendix J: Form of Bank Guarantee for Advance Payments
(Reference Clause 6.4(a) of Contract)

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

Ref: _____

Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s. _____ (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. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____

(Name of the Bank) having its Head Office at

_____ (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 monies payable by the Consultant to the extent of _____ - as aforesaid at any time upto _____ @ _____ without

any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance 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 Client and to exercise the same at any time in any manner, and either to enforce or to forebear 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 above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 200 _____ at _____

WITNESS

_____(signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No.

Dated

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank Guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.

Appendix K

Letter of invitation

Appendix L

Letter of Award

(124)

RFP for IE services for Package No. 28 Improvements to Belhe-Loni - Pabal - Shikrapur - Ashtapur - UraliKanchan-Jejuri-New NH – Wathar-Satara Road SH-117 Km 0/000- Km 136/500 (Part-I Belhe to Shikrapur Km 0/000 to Km 59/298)

Appendix M

Minutes of pre-bid meeting

Appendix-N**BANK GUARANTEE FORMAT FOR BID SECURITY**

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

Ref.: **Tender No.** _____, **dated** _____

Bank Guarantee:

Date:

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

DATE _____

SIGNATURE OF THE BANK _____

Public Works Department (Maharashtra) Request for Proposal for IE
SEAL OF THE BANK _____
SIGNATURE OF THE WITNESS _____
Name and Address of the Witness _____

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

Appendix-O**Memorandum of Understanding****between****And**

Whereas Public Works Department (Maharashtra) (hereinafter called PWD) has invited proposal for appointment of Independent Engineer for _____ (Name of project) hereinafter called the Project.

And Whereas _____ (Lead Partner) and _____ JV partner/s have agreed to form a Joint Venture to provide the said services to PWD as Independent Engineer; and

Now, therefore, it is hereby agreed by and on behalf of the partners as follows:

- (i) _____ will be the lead partner and _____ will be the other JV partner/s.
- (ii) _____ (lead partner) shall be the incharge of overall administration of contract and shall be authorised representative of all JV partners for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the PWD/Concessionaire if Consultancy work is awarded to JV.
- (iii) All JV partners do hereby undertake to be jointly and severally responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.
- (iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each partner/s along with percentage sharing of cost of services shall be submitted to PWD (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For _____ (Name of Lead partner)

Managing Director/Head of the Firm
Address

For _____ (Name of JV partner/s)

Managing Director/Head of the Firm
Address