

**APPOINTMENT OF INDEPENDENT ENGINEER FOR  
THIRUVANANTHAPURAM CITY ROADS IMPROVEMENT PROJECT  
AND  
KOZHIKODE CITY ROADS IMPROVEMENT PROJECT**

**(TCRIP & KCIRP)**

**REQUEST FOR PROPOSAL (RFP)**

**27<sup>th</sup> December 2024**



**Kerala Road Fund Board**

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## DISCLAIMER

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained

**in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.**

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

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

**The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.**

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

**No. KRFB/7726/2021-SE1-Part(3)**

**dated: 27.12.2024**

Sub: Appointment of Independent Engineer for Thiruvananthapuram city roads improvement project (TCRIP) and Kozhikode city roads improvement project (KCRIP) in the state of Kerala

## **1.1 INTRODUCTION**

### **GENERAL:-**

1. Thiruvananthapuram City Road Improvement Project (TCRIP) envisages upgradation of 42.40 Km of City roads including construction of two flyovers and one underpass under BOT Annuity basis. The Kerala Road Fund Board (KRFB) has already entered into a Concession Agreement with the Concessionaire M/s Thiruvananthapuram Road Development Company Limited (TRDCL) for the above purpose. As per the Concession Agreement, the Concessionaire has to construct the project facilities in accordance with certain construction and design requirements and has to operate and maintain the project facilities for a Concession period of 15 years thereafter. The entire project has been divided into 4 phases of which the Phase-I Corridors (Length - 14.27Km, Hand Back Date - 04.07.2022), Phase-II Corridors (Length -15.74 Km, Hand Back Date - 22.02.2027), Phase - III Corridors (Length - 7.6 Km, Hand Back Date - 20.02.2030) and Phase IV Corridors (Length - 4.78Km, Hand Back Date - 30.05.2031).
2. Kozhikode City Road Improvement Project (TCRIP) envisages development of 22.251 Km of City roads under DBFOT Annuity basis. The Kerala Road Fund Board (KRFB) has already entered into a Concession Agreement with the Concessionaire M/s. ULCCS Calicut City Infrastructure Development Private Limited (M/s UCCIDPL) for the above purpose. As per the Concession Agreement, the Concessionaire has to construct the project facilities in accordance with certain construction and design requirements and has to operate and maintain the project facilities for a Concession period of 15 years thereafter.
3. Kerala Road Fund Board now intends to appoint an Independent Engineer combined for the operation & maintenance in accordance with the provisions of both Concession Agreements for supervising and monitoring of compliance by the Concessionaires with the Project Requirements, more particularly to undertake,

perform, and carry out duties, responsibilities and services set forth in Concession Agreement.

4. Kerala Road Fund Board (KRFB) invites proposals for engaging an Independent Engineer (IE) on the basis of National Competitive Bidding for the following contract package in the State of Kerala.

TABLE1: DETAILS OF PROJECT

S. No.	Consultancy Package	Project Length (Km)	Assignment Period (Months)
1	Independent Engineer services for Operation and Maintenance of Thiruvananthapuram City Road Improvement Project in the state of Kerala.	42.40	24
2	Independent Engineer services for Operation and Maintenance of Kozhikode City Road Improvement Project in the state of Kerala.	22.251	

5. Selection of IE shall be as per selection procedures given in the Concession Agreements and general procurement methods followed by KRFB. The selection process shall be intimated to the Concessionaires.
6. The proposal shall be submitted in English Language and all correspondence would be in the same language.
7. The Operation & Maintenance of projects broadly include Operation and Maintenance activities of the Concessionaire for completed construction works and Projects Facilities which are opened to traffic as per the Concession Agreement.
8. As per the Terms and Conditions of the Concession Agreement, the Independent Engineer is broadly required to:
  - (i) Review of the Drawings and Documents
  - (ii) Review inspection and monitoring of O&M;
  - (iii) Coordinating with utility service providers and Concessionaire in determining the quantum of works involved and fixing the restoration charges to finalize the schedule of works to complete within the timeframe set.
  - (iv) determining, as required under the Agreement, the costs of any other works or services and/or their reasonableness;

- (v) assisting the Parties in resolution of disputes; and
  - (vi) Undertaking all other duties and functions in accordance with the Concession Agreement.
9. The interested consultancy firms may download the RFP from KRFB Website w.e.f 27.12.2024 from 12:00 hrs. The Consultant who downloads the RFP document from the website will be required to pay the non-refundable fee of Rs.2,500/-at the time of the submission of the Bid proposal.
  10. In this document, unless the context otherwise requires, reference to affirm or consultant or bidder or applicant shall be construed as reference to any individual firm, organization, company or their JV.
  11. The proposal should be submitted by consultancy firms in an envelope/ package duly marked as Technical Proposal. For a given Project, Stage-1of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part1). *The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score and be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated.* The weightage of Technical and Financial score shall be 70% & 30% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.
  12. The total time period for the assignment as Independent Engineer will be for **24 months**. On expiry or termination of aforesaid period, the Authority may in its discretion extend the term till appointment of next Independent Engineer or for a further period of 12 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 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.

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.

(B) Eligibility criteria for sole applicant.

S. No	Experience of the applicant in completed projects in last five years		Annual Turnover*
	Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1	The firm should have prepared DPR/FS cum PPR for at least Two projects of 2/4/6 laning** of 30% of project length each <b>or one project of 2/4/6 laning of 50% of project length</b>	The firm should have experience of CSC/IE/AE of a. Atleast two construction projects of 2/4/6 laning** of 30% of project length each <b>or one project of 2/4/6 laning of 50% of project length</b> and b. At least one O&M project under DBFOT/BOT/PPP of 2/4/6laning**of equivalent or more of the project length.	Annual turnover (average of last 3 years) of the firm from consultancy business should be equal to or more than Rs. 3 Crore.

*\*Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned. In case of non-availability of such documents no weightage of turnover/experience will be considered.*

(B) Eligibility Criteria for partners in case of JV (not more than 1 JV partner shall be allowed). Lead Partner should meet at least 75% and JV partner should meet at least 40% eligibility criteria of Annual Turnover. Lead partner and the JV partner both shall have experience of at least one project of eligible category as in para 12 (A) above

*Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms joining Lead partner JV partner shall be considered in the same proportion as payment has been received\*\* by the firm towards consultancy work in the project.*

*\*\*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 recognized 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. Consultants (sole firm or lead firm and any of the JV partners) who have been debarred by any Authority like NHAI/MoRTH or any State PWD and the department is in force as on date of application, need not apply as their RFP proposal will not be entertained.
17. KRFB will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, KRFB 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.
18. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission. The technical proposal is also required to be submitted in a hard bound form exactly with all pages numbered serially along with an index of submission. Spiral bound form, loose form, etc.will be not accepted. In the event, any of the instructions mentioned here in have not been adhered to, KRFB may reject the Proposal.
19. Interested Agencies/consultant firms having experience in the services envisaged are hereby invited to submit their proposals. The document can be downloaded from the website [www.krfb.org](http://www.krfb.org).

**Chief Executive Officer**

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**Important Dates:**

- (i) Start of downloading/ Purchase of bid: 27.12.2024 (12:00 hrs)
- (ii) Last Date for submission of pre bid queries: 03.01.2025 (15:00 hrs)
- (iii) Pre proposal meeting: 04.01.2025 (11:00 hrs).
- (iv) Authority response to queries: 06.01.2025
- (v) Deadline for Submission of bids: 27.01.2025 (16:00 hrs).
- (vi) Opening of Technical Proposal: 27.01.2025 (16:30 hrs)

## 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 KRFB.
- 1.2. A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3. This RFP is neither an agreement nor an offer 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 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.
- 1.4. Please note that 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.
- 1.5. We wish to remind you that in order to avoid conflict of interest situations,
  - Firm associated as DPR Consultant of the said project road shall not be eligible to participate in the bidding.
  - A firm/person associated with the Concessionaire of the Project Road as its Design Consultant and/or as Employee/Consultant and/or worked with its Contractor(s) is not eligible to participate in the bidding.
  - Also no firm shall be eligible to be re-appointed as Independent Engineer unless a period of not less than two years has lapsed since the expiry of his previous tenure as Independent Engineer.

- 1.6 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.
- 1.7. It is the KRFB'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 Client:
- 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.
- 1.8. KRFB 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; and 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 will have the right to require that a provision be included requiring consultants to permit KRFB to inspect their accounts and records relating to the performance of the contract and to have them audited by

authorized representatives of KRFB .

- 1.9. Consultants, 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.
- 1.10. 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.
- 1.11. The Consultants' Proposals must remain valid after the submission date as per the Bid validity specified. 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.

## **2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

- 21 The Consultants may request a clarification 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. Clarification/amendment will be hosted on KRFB web-site.
- 22 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 KRFB website 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 Technical proposal only strictly using the format enclosed herewith.

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**

Consultants are expected to examine all terms and conditions included in the RFP documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.

During preparation of the Technical proposal Consultants 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.
- ii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- iii. 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.
- iv. For Key Personnel the Consultants should prefer candidates having worked on PPP Projects.

Technical Proposal must provide the following information:

- i. A brief description of the firm's organization 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 provided 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.***

- ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to adopt for execution of the services, illustrated with bar charts of activities.
- iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- iv. Requirement for submission of CVs.
  - a. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, action including termination and debarment from future Kerala Government projects may be taken by KRFB on the personnel and the Firm.
  - b. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the authorized representative of the firm.
  - c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
  - d. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 2 nos. key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfil the minimum academic qualification, the overall score of his CV will be evaluated as zero. In case, a firm is H-1, then such Key Personnel (whose CV scores less than 75% or who does not fulfils the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per the Conditions of Contract for Consultancy Services
- v. 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 Key professional staff and sub professional staff if any.

- vi. 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 key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- vii. Key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant.

*The technical proposal must not include any financial information.*

## **Part 2: Financial Proposal**

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

Consultants will express the price of their services in the Local Currency (Indian Rupees) only.

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

## **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

### **PREPARATION & SUBMISSION OF APPLICATIONS:**

1. The Original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections.
2. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a power

of attorney accompanying the Technical Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

3. **The Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal”.** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name of the Assignment, submission address, Name of the firm etc.
4. The Proposal will form part of the contract entered with the selected consultant. The Consultants can familiarize themselves with project site and local conditions and take them into account in preparing their Proposals. The Consultants shall bear all costs associated with the preparation and submission of their proposals.
5. KRFB/GoK is not bound to accept any or all proposals, and reserves the right to annual the selection process at any time prior to award of contract, without liability to KRFB/GoK.
6. The Consultants eligible for participating in the project shall be a single entity /firm or as Joint Venture/Association/Sub consultant. Joint Venture shall not have more than two firms. The Consultant as single firm shall propose team having experts to take care of all aspects of the assignment as described in the Terms of Reference.
7. In case of Joint venture, one of the firms, which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU / agreement.
8. Please note that (i) costs of preparing the proposal and visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
9. The proposals must be properly signed as detailed below:
  - By the proprietor in case of a proprietary firm
  - By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 200 and duly notarized shall accompany the Proposal).



- By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 200 and duly notarized shall accompany the proposal).
- by the authorized representative in case of Joint Venture. In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.200, signed by all firms to the joint venture/Association confirming the following therein:
  - a. *Date and place of signing;*
  - b. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
  - c. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment.*
  - d. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the Joint Venture/Association for the proposed services;*
  - e. *An undertaking that the lead partner will be liable to the Employer for the performance of the services and,*
  - f. *The authorized representative of the joint venture/Association*

**Bid Security:** A bidder is required to deposit along with its bid, a bid security of Rs.1,00,000/- (Rupees One Lakhs Only) not later than 120 days from the bid due date. The bidders will have an option to provide bid security in the form of a demand draft or bank guarantee from a bank acceptable to the client.

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

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

- (a) If a bidder submits a non- responsible bid

- (b) If a bidder engages in a corrupt or fraudulent practise or furnishes knowingly false information or information that the consultant does not believe to be false.
  - (c) If a bidder withdraws its bid during the period of validity as specified in the RFP.
  - (d) In case of selected bidder, if he fails within the specified period:
    - (i) To sign the agreement
    - (ii) To furnish the performance security within the prescribed period in the agreement.
10. Detailed RFP may be downloaded from [www.krfb.org](http://www.krfb.org). Applications are to be submitted in sealed covers within the stipulated time with the following details.
- i. Name of the lead member and associate firm with full contact address, e-mail id and phone number,
  - ii. Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of Joint Venture;
  - iii. Copy of Memorandum of Understanding between Joint Venture partners, if applicable;
  - iv. Firms credentials as per format attached in Annexure of RFP.
  - v. Technical proposal as per format attached in Annexure of RFP.
  - vi. The Cost of RFP of Rs.2,500/- (Rupees Two Thousand Five Hundred only) through Demand Draft in favour of “Kerala Road Fund Board” payable at Thiruvananthapuram.
  - vii. Bid security of Rs. 1,00,000 /- (Rupees One Lakh only) through Demand Draft in favour of “Kerala Road Fund Board” payable at Thiruvananthapuram or bank guarantee from a bank acceptable to the client.
  - viii. Locals address if any with details of contact person:
  - ix. Profile of the firms
  - x. CV’s of the key personnel with their undertaking regarding their availability for the Project for the entire appointment period along with the copy of Educational Certificate and Experience certificate of the key personnel:

- xi. An authorized representative of the firm or the lead member shall initial all pages of the Proposal. The Request for Proposal and submittals by the applicant will form part of the agreement.

**The original documents should be submitted** in person or by Registered Post or by Courier so as to reach **before 16:00 Hours Indian Standard Time on 27.01.2025 at the below mentioned address in the manner** and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person. Any proposal received by KRFB after the deadline for submission shall be returned unopened. KRFB shall not be responsible for any postal or courier delay.

**Chief Executive Officer**  
**TC 27/284, Sports Complex,**  
**Chandrasekharan Nair Stadium, Palayam,**  
**Thiruvananthapuram 695 033**  
**Tel: +91-471-2726080, Fax: +91-471-2726080,**  
**Web: [www.krfb.org](http://www.krfb.org)**  
**e-mail: [info@krfb.org](mailto:info@krfb.org)**

*The Request for Proposal and submittals by the applicant will form part of the agreement.*

## **5 Opening and Evaluation of Applications:**

### **5.1 Proposal Evaluation:**

The evaluation of the proposals shall be carried out in two stages: first the quality (70% Weightage), and then the cost (30% Weightage). Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation, including the sub-committee reviews and no objection, is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the ToR.

### **5.2 Minimum Eligibility Criteria:**

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

TABLE 2

S. No.	Experience of the applicant in completed projects in last five		Annual Turnover*
	Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	

1	The firm should have prepared DPR/FS cum PPR for at least Two projects of 2/4/6 laning ** of 30% of project length each <b>or one project of 2/4/6 laning of 50% of project length</b>	The firm should have experience of CSC/IE/AE of a. At least two construction projects of 2/4/6 laning** of 30% of project length each <b>or one project of 2/4/6 laning of 50% of project length</b> and b. At least one O&M project under DBFOT/BOT/PPP of 2/4/6 laning** of equivalent or more of the project length.	Annual turnover (average of last 3 years) of the firm from consultancy business should be equal to or more than Rs. 3 Crore.
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**5.3** The Independent Engineer and his team must have the qualification and experience mentioned in Table-2. In case of Joint Venture, lead partner must fulfil the requirements as stated above. Other Joint Venture partner/Associate firm (not more than one partner shall be allowed) should fulfil at least 40% of eligibility criteria as indicated

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

Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm’s experience would get full credit if it was the sole firm in the respective assignment. In case it was a lead firm, it would get 75% weightage; if it was the other partner in a Consortium of two firms/an associate member it would get 25% weightage for the respective assignment. The above weights are reflected in the following table:

TABLE-3

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

## 6 Selection Process

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

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

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

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

- 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.*
- ii) *Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any;*
- iii) *Proposed methodology for the execution of the services illustrated with bar charts of activities. The proposed methodology should be accompanied by the consultant’s initial view, key challenges they foresee and potential solutions.*
- iv) *The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;*
- v) *Requirement for submission of CVs.*

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

TABLE-4

Sl. No.	Parameter	Maximum Total Technical Score
1.	Relevant experience for the assignment	50
2.	Proposed Approach, Methodology and Work Plan for the undertaking of the project.	10
3.	Team Composition and Experience of Key Professionals (CVs).	40
	<b>Total Technical Score</b>	<b>100</b>

TABLE-5

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

<b>Parameter</b>	<b>Max Marks</b>
<p>Year of Establishment of the Firm (In case of Joint Venture year of establishment of Lead partner shall be considered) (Min 5 Years)                      For 5 Years- 3 Marks                      &gt; 5 years -5 Marks                      (1 mark for each additional years upto 2 marks)</p>	5
<p>Average Annual Turnover (last 3 years) from consultancy business (Min. 3 crore)                      3-5 Crores -2Marks                      5-7 Crores -3Marks                      &lt;7 Crores -5Marks</p>	5
<p>The firm should have prepared DPR/FS cum PPR for at least Two projects of 2/4/6 laning of 30% of the major project length each or one project of 2/4/6 laning of 50% of project length                      Minimum criteria as above- 5Marks                      For every additional projects – 1 mark each up to a maximum of 10 Marks</p>	10
<p>The firm should have experience of CSC/IE/AE of least two construction projects of 2/4/6 laning of 30% of the major project length each or one project of 2/4/6 laning of 50% of project length                      Minimum criteria as above- 10 Marks                      For every additional projects – 1 mark each up to a maximum of 10 Marks</p>	20
<p>At least one project under DBFOT/BOT/PPP of 2/4/6 laning of equivalent or more of the project length                      Minimum criteria as above- 5 Marks                      (for every additional project 1 mark each up to a maximum of 5 marks)</p>	10
<b>Total</b>	<b>50</b>

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

TABLE-6

**Sub criteria for Adequacy of the proposed work plan and methodology**

Parameter	Maximum Total Technical Score
Site Appreciation (i) Average 1.0 (ii) Good 2.00 (iii) Very Good 3.00	3
Quality of Approach and Methodology (approach and initial view on project plan including key challenges envisaged and potential solutions) (i) Average 2.0 (ii) Good 3.00 (iii) Very Good 5.00	5
Internal Quality Audit Methodology to be adopted (Quality Assurance Plan) (i) Average 1.0 (ii) Good 1.5 (iii) Very Good 2.00	2
<b>Total</b>	<b>10</b>

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

**6.1.4 Team Composition and Experience of Key Personnel/Experts**

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

TABLE-7

**Team Composition**

S. No	Staff Position	No. of Professional Staff
1	Team Leader cum Senior Highway Engineer	1
2	Field Engineer (exclusively for KCRIP & TCRIP)	4
3	Material Engineer (As and when required)	1
4	Contract Expert (As and when required)	1
5	Financial Expert (As and when required)	1

Also, adequate office support staff are to be mobilized by the consultant for the smooth and speedy discharge of responsibilities. Based on Client's requirement and as per prior notice issued by Client, Consultant should provide the service of Contract Management Specialist, Financial Expert and Material Engineer on *as and when required basis* during the tenure of Contract. The consultant should include the **per day cost** for these personnel in their bid.

**TABLE-8**

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

Sl. No.	Expertise	Marks
1	<p>Team Leader cum Senior Highway Engineer</p> <p>i) Adequacy of Educational qualification and experience as per ToR = 15marks.</p> <p>ii) Post-graduation in Highway Engineering/Transportation Engineering/PMP = 2 marks</p> <p>iii) Experience up to 15 years = 5 mark Experience more than 15 years = 3 mark (Add 0.25 mark extra for each additional year of experience subject to a maximum of 3 marks).</p> <p>iv) Experience in similar capacity in PPP/BOT Annuity Project = 5 marks Experience in one project = 3 marks Experience more than one project (1.0 mark each for additional year of experience subject to a maximum of 2 marks)</p>	30
2	<p><b><u>Field Engineer – 4</u></b></p> <p>i) Adequacy of Educational qualification as per ToR : <math>1 \times 4 = 4</math> marks.</p> <p>ii) 5 years' experience as Field Engineer : <math>1 \times 4 = 4</math> marks</p> <p>iii) Experience in similar capacity in O&amp;M of completed project : <math>0.5 \times 4 = 2</math> marks</p>	10
	<b>Total</b>	<b>40</b>



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

## 6.2 Total Technical Score

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

## 6.3 Evaluation of Financial Proposal (Cost)

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

**6.3.2** The Financial Proposal should be quoted in Indian Rupees as a lump sum professional fee, on a monthly basis and should be inclusive of the total cost of the Supporting staff, operating cost of office, transportation required and all other expenses as found necessary. **Consultant should also include the per day rate which should be inclusive of the per diems and other expenses for Material**

**Engineer, Contract Management Specialist and Financial Expert.** Details as per the Form F and the Consultant should submit the Financial Proposal in the prescribed format.

- 6.3.3 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.
- 6.3.4 For the purpose of evaluation, ‘cost’ shall exclude GST.
- 6.3.5 The bidder, who quotes the lowest professional fee, will be awarded a financial score of 100 marks and other bidders will be given financial scores that are inversely proportional to their quoted professional fees. **The formula for this will be,  $F = 100 \times (\text{Amount of Professional Fee Quoted by the Lowest Bidder} / \text{Amount Professional Fee Quoted by the Bidder under evaluation})$ .**
- 6.3.6 KRFB will correct any arithmetical errors in Financial Proposals. While correcting ‘arithmetical errors,’ in case of discrepancy between amount mentioned in words and figures, the lower among the two shall prevail and only be considered.

## **6.4 Combined Quality and Cost Evaluation**

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

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

## **7 Proposal Validity**

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

submission of the proposal. *KRFB will have the authority to cancel this invitation for bid without any reason.*

## **8 NEGOTIATIONS**

Prior to the expiration period of validity of proposal, the KRFB shall notify the successful firm (first ranking firm) 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. In case two or more firms offers are lowest financial bid, the firm achieving the highest Technical score shall be invited first for negotiations.

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.

Negotiations shall commence with a discussion of the technical proposal, the proposed methodology (workplan), 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 KRFB to ensure satisfactory implementation of the assignment.

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.

Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the KRFB 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.

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.

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 view of the draft form of Contract. The KRFB and the firm will finalise the contract to conclude negotiations.

## **9 KRFB/Govt. of Kerala's Interest**

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

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

KRFB will require assurance that the Key professional staff proposed for the assignment by the Consultant will be available till completion of the assignment. KRFB will not consider substitutions during the contract unless KRFB is convinced and is agreed in writing, to any substitution. Any proposed substitute shall have equivalent or better qualification and experience than the original candidate. Consultant should provide the intermittent staff as proposed on receipt of the prior notice from KRFB.

## **11 Confidentiality**

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

## **12 Property Rights of Assignment Outputs**

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

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

## **13 Award of Contract**

After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants. The contract will be signed in the standard form of contract within 14 days from the date of receipt of letter of acceptance.

## **14 AUTHORISED SIGNATORIES**

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

## **15 Insurances to be Taken out by the Consultant**

The Consultant:

- (i) shall take out and maintain, within 14 days from the date of receipt of letter of acceptance to take out and maintain, at its own cost Professional liability insurance.
- (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

## **16 Penalty for Delay to Mobilisation**

**16.1** Should the Consultant fail to:

- A. Provide the personnel in accordance with the Agreement within fourteen days (14) days of the date Date; and/or
- B. Provide the personnel in accordance with the Agreement; and/or
- C. Replace the personnel in accordance with the Agreement within twenty eight (28) days of it, then the Consultant shall pay to KRFB an amount equal to the daily rate of the personnel in question for every day or part thereof which shall have

elapsed between the end of the periods stated in A to C above and the date which the personnel in question are provided by the Consultant for the Services. The penalties pursuant to this shall be payable by the sole fact of failure to provide personnel without the need for any notification or warning or recourse to judicial proceedings and without the need to prove the occurrence of damage or loss which will be considered existing in all cases.

- 16.2** If KRFB incurs any loss or expense as a result of errors or negligence by the Consultant, then the KRFB may take action which may include, but may not be limited to the following:
- A. Deduction of such loss and expense from any payments due;
  - B. Termination of the Services of the Consultant;
  - C. De-barring of the Consultant or his employees from any present or future projects; and
  - D. Recourse to legal action.

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

## **17 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 and ensuring that the Designs, Construction and Maintenance and Operation of the facility takes place in accordance with the provisions of the Concession Agreement. Failure of the Independent Engineer to notifying KRFB and the Concessionaire on non-compliance of the provisions of the Concession Agreement by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non- performance.

The Independent Engineer shall appoint senior most technical director or equivalent as its authorised representative, who shall correspond with the KRFB besides Team Leader to monitor the performance of its staff, undertakes it inspections and give a report to KRFB as and when advised by the KRFB. No separate payment shall be made for such inputs and site visits of the authorized representative as the same shall be treated as incidental to the assignment.

## **18 Termination**

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

## **19 PERFORMANCE SECURITY**

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 26 months i.e. up to 2 months beyond the expiry of the Contract of 24 months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank/Any Scheduled Commercial Bank approved by RBI.

## **SECTION: 3- TERMS OF REFERENCE (TOR)**

### **INDEPENDENT ENGINEER FOR THIRUVANANTHAPURAM CITY ROAD IMPROVEMENT PROJECT (TCRIP) – PHASE 1, THROUGH DBFOT-HYBRID ANNUITY MODE**

#### **1 Scope**

These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the respective Concession Agreements (the “**Concession Agreement**”), which has been entered into between KRFB (**Authority**) and the “**Concessionaires**” of **TCRIP & KCRIP** for the Construction, Operation and Maintenance of the respective city roads in the State of Kerala on Build operate, maintain and transfer (BOT) basis. Project Engineer/Independent Engineer should supervise and monitor the compliance by the Concessionaire with the Project Requirements, more particularly to undertake, perform, carryout the duties, responsibilities, services and activities set forth in respective **Schedule** of the Concession Agreement.

#### **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.

#### **3. Role and functions of the Independent Engineer**

- 3.1 The role and functions of the Independent Engineer shall include the following:
  - (i) The Independent Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the project. Broadly, the role of Independent Engineer is to:
    - i) Independently review, monitor and where required by the Concession Agreement to approve activities associated with the Design Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the DPR/Project requirements.



- ii) Report to the parties of Concession Agreement on the various physical, technical and financial aspects of the project based on inspections, site visits and tests.
- iii) Assist the parties in arriving at an amicable settlement of disputes, should the need arise.
- iv) Assist the authority in resolving the pending/ arising claims of the concessionaire during the concession period.
- v) Review matters related to safety and traffic management measures adopted by the Concessionaire for the project.
- vi) Assist and coordinate with other road users and Departments in handling issues related to utility lines and other hindrances for the speedy implementation of the project.
- vii) Coordinating with the Utility Service Providers, Public and Concessionaire to assess and finalizing the restoration works to be carried out, works schedules, Payment Schedules and to certify the restoration works.
- viii) review of the Drawings and Documents and determine the Project Facilities & major maintenance Completion Schedule;
- ix) review, inspection and monitoring of Operation & Maintenance as set forth in Schedule I of the Concession Agreement;
- x) review, inspection and monitoring of Divestment Requirements as set forth in Concession Agreement;
- xi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- xii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- xiii) assisting the Parties in resolution of disputes; and
- xiv) Undertaking all other duties and functions in accordance with the Concession Agreement.

#### **4. SCOPE OF SERVICES**

##### **4.1 During Operations Period**

- i) During this period the Independent Engineer would monitor, in accordance with the Good Industry Practice, the O & M activities undertaken by the Concessionaire so as to ensure compliance with O & M Requirements in accordance with the Concession Agreement. The specific activities to be undertaken would include the following:

- (a) Review the O & M Plans submitted by the Concessionaire from time to time and assists the Concessionaire in finalizing the same.
- (b) Monitor the O & M activities (including maintenance of equipment, standards of service, traffic management, safety and environmental issues) and the overall quality of O & M activities so as to ensure compliance by the Concessionaire with the O & M Requirements, O & M Plan and O & M Manual.
- (c) Periodically review the O & M Manual for adequacy.
- (d) Inspect project facilities at least twice a month and as and when exigencies require ascertaining conformity with Project Requirements.
- (e) Review and ascertain the cost variation arising as a result of Change in Law and / or Change in Scope and determine additional cost.

Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire.

- 4.2** 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.

## **5 TERMS OF REFERENCE (TOR) FOR INDEPENDENT ENGINEER**

- 5.1** The Independent Engineer shall review the Operations & Maintenance Manual, Annual Maintenance Plan furnished by the Concessionaire and send its comments thereon to KRFB and Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 5.2** The Independent Engineer shall review the monthly O&M Report furnished by the Concessionaire and send its comments thereon to KRFB and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3** The Independent Engineer shall inspect the Project Road once every month, preferably after receipt of the monthly O&M Report from the Concessionaire, but before the 20<sup>th</sup>(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 Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to KRFB and the Concessionaire within 7 (seven) days of the inspection.

- 5.4** The Independent Engineer may inspect the Project Road more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 5.5** The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out or cause to be carried out for the purpose of determining that the Project Road 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 his behalf.
- 5.6** In respect of any defect or deficiency referred, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.7** The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any payable by the Concessionaire to KRFB for such delay.
- 5.8** The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimize 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 KRFB under Concession Agreement.
- 5.9** The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Concession Agreement.
- 5.10** In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Road, the Independent Engineer shall review the same and send its comments to KRFB and the Concessionaire within 15 (fifteen) days of receiving the proposal.

## **6 MEETINGS, RECORDS AND REPORTING**

- 6.1** The Independent Engineer would be required to participate in the Project review meetings held from time to time by the Parties and draw minutes of such meetings and communicate.

**6.2** Independent Engineer should maintain record of the activities undertaken by it in the discharge of its functions and responsibilities. This include records in respect of the following:

- (a) Manpower deployed and other organizational arrangement of the Independent Engineer
- (b) Reviews of documents submitted by the Concessionaire to meet Project Requirements such as manuals, drawings, As Built drawings, schedules, plans and reports.
- (c) Inspections undertaken and notices/ instructions issued to the Concessionaire.
- (d) Review of compliance with Project Requirements.
- (e) Tests and results
- (f) Annuity claims certified
- (g) Change of Scope and Change in Law
- (h) Emergency (including accidents)
- (i) Force Majeure Events
- (j) Breaches and defaults by the parties
- (k) The Independent Engineer would be required to submit the following reports to the Parties of Concession Agreement during the Operations Period
  - Monthly Review of O & M Reports
  - Report on Tests and report on notices issued
  - Annual Review of O & M Manual
  - Any other report as may be reasonably required by the client or as may be necessary to give effect to the provisions of the Agreement.

## **7 TERMINATION**

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 Road for determining compliance by the Concessionaire 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 Road is such that its repair and rectification would require a larger amount than the sum set forth, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

- 7.1** The Independent Engineer shall inspect the Project Corridors once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Concession Agreement 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 Concession 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 Concession Agreement set forth.

## **11. MISCELLANEOUS**

- 11.1** The Independent Engineer shall notify its programme of inspection to KRFB 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 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 KRFB 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 KRFB 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 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 KRFB or such other person as the Client may specify, and obtain written receipt thereof.

## **12. CONDITIONS OF APPOINTMENT**

Independent Engineer shall be appointed for an initial term of 2 year and the period of appointment will be extended depending on the requirement of the project (and also the performance of the Independent Engineer). The Board may replace the Independent Engineer in any of the following circumstances, with a notice period of one month.

- a) Upon expiry of the period/ term of his appointment including renewal / extension thereof.
- b) If the Board decide not to renew/ extend the term of Independent Engineer.
- c) The Board has reason to believe that the Independent Engineer has not discharged its duties in a fair, appropriate and diligent manner.
- d) If, in accordance with the terms of his appointment, the Independent Engineer resigns or notifies his intention not to continue as the Independent Engineer, subject to a notice period of two months.

## **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 -1 No
- ii. Field Engineer - 4 No.
- iii. Material Engineer (as and when required) -1 No
- iv. Contract Expert (As and when required) - 1 No.
- v. Financial Expert (As and when required) - 1 No.

**13.2** Broad job-description and minimum qualification for key personnel mentioned above is enclosed as Annexure-1. However, higher marks shall be accorded to the

Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Annexure-1 shall be evaluated at the time of evaluation of technical proposal. The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the KRFB/ Government 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.

#### **14. PERIOD OF SERVICES**

- 14.1 The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.
- 14.2 The appointment of the Independent Engineer shall be for 24 months.

**Format for Bank Guarantee for Performance Security**  
BANKGUARANTEEFOR PERFORMANCESECURITY

To

The Chief Executive Officer  
Kerala Road Fund Board  
Thiruvananthapuram.

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

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. .... (Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant.

Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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



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

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised Official)

Name & Designation with Bank Stamp)

NOTE:

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

ANNEXURE- I

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## **Qualification and Experience Requirement of Key Personnel**

### **QUALIFICATION OF KEY PERSONNEL**

#### **TEAM LEADER CUM SENIOR HIGHWAY ENGINEER**

This is the senior most position and the expert engaged as the Team Leader shall be responsible for reviewing the entire Project activities of the Concessionaire. He shall be responsible for the monitoring the O&M activities of the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with KRFB and the Concessionaire.

He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of the Concessionaire. The candidate is required to be a Senior Highway Engineer, who should have a proven record of supervising, organising and managing of construction of highway projects and also of Project preparation of large magnitudes projects, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

He should have the following qualification/experience.

#### **(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering from recognized university.
- (b) Total Professional Experience of 15 years of which minimum 10 years' experience in handling Highway Projects.
- (c) At least 5 years' experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway Development Projects.
- (d) He should have worked at least in the capacity of Senior Highway Engineer or similar capacity of at least two projects in Construction Supervision/IC (of length 40% of project length or more of similar configuration(2/4/6laning\*\*))
- (e) Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Highway Projects (of length 40% of project length or more of similar configuration (2/4/6laning\*\*)).

#### **(2) Preferential Qualifications.**

- (a) Post Graduate Degree in Traffic/Transportation/Highway Engineering will be an advantage.

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

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	<b>Degree in Civil Engineering from a recognized university approved by AICTE/UGC</b>
	<b>Desirable</b>	<b>Post-Graduation in Highway Engineering/ Transportation Engineering / Traffic Engineering.</b>
<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway projects	Minimum 10years experience in handling highway projects. At least 5 years' experience as Team Leader/Project Manager or similar capacity in Highway Development Project.
	c)	He should have experience as Senior Highway Engineer or similar capacity of at least two projects in Construction Supervision / IC (of length 40% of project length or more of similar configuration (2/4/6 laning**) Weightage for candidates having experience in PPP Annuity projects.
		Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Highway Projects (of length 40% of project length or more of similar configuration (2/4/6 laning**).
<b>iii)</b>	<b>Maximum Age</b>	<b>65years on the date of submission of Proposal</b>

### **Field Engineer**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Degree in Civil Engineering / Diploma in civil engineering

<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	Min. 2 years for Graduate in Civil Engineering/ Min. 5 years for Diploma in civil engineering
	b) Experience in Road / Highway Projects	Min. 1 years on road/highway projects.
	c) Experience in similar capacity	As Site Engineer on Highway projects (2/4/6 lane NH/SH/Urban roads) of minimum Aggregate length of 50 km..
<b>iii)</b>	<b>Maximum Age</b>	<b>45 years on the date of submission of Proposal</b>

### **Material Engineer**

The Candidate should be Graduate in Civil Engineering with 5 years' experience or diploma in Civil Engineering with 7 years' experience. He should have handled at least 3 road projects.

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	<b>Degree in Civil Engineering from a recognized university approved by AICTE/UGC or Diploma in Civil Engineering</b>
<b>ii)</b>	<b>Experience</b>	
	a) Total Professional Experience	The Candidate should be Graduate in Civil Engineering with 5 years' experience or diploma in Civil Engineering with 7 years' experience. He should have handled at least 3 road projects.
	b) Experience as Material Engineer in Road/ Highway Projects	Min. 3 years as Material Engineer/lab Technician on similar projects.
	c) Experience in similar capacity	Material Engineer/Lab Technician or similar capacity of at least one project in Construction Supervision / IC involving 2 laning/ 4 laning/ City road projects Weightage for candidates having experience in PPP Annuity projects.

## **CONTRACT MANAGEMENT SPECIALIST**

- Graduate Degree in Civil Engineering or Degree in Law
- Professional experience of at least 15 years.
- Experience in Contract Management, contract administration, dispute resolution/ arbitration.
- Experience in implementation and monitoring of Contract Management Plan.
- International experience in similar role is preferable.

## **FINANACIAL EXPERT**

- The candidate shall have MBA/Chartered Accountant/ Cost Accountant.
- He should have 8 to 10 years' experience as a Financial Advisor particularly in the field of project financing.
- He should have experience in auditing accounts in PPP projects.
- Advisory experience in the field of transportation project would be desirable.

## **KEY PERSONNEL**

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

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

- *Ensure the Concessionaire's compliance with the Contract Documents.*
- *Inspect all workmanship and materials.*
- *Coordinate the supply of vertical and horizontal controls for the Concessionaire.*
- *Coordination with stake holders*
- *Maintain all file records on designated forms. These records include all reports on work force, equipment, progress, safety, etc.*
- *Review and approve the Concessionaire's shop drawings.*
- *Locate, execute, and interpret all soils and materials testing according to the provisions in the Contract Documents and Standard Specifications.*
- *The Team Leader is responsible for Contract enforcement and is not to relieve the Concessionaire of his responsibilities without KRFB authorization.*
- *The Senior Highway Engineer/ Team Leader is responsible for the final materials submittals and review, which shall be forwarded to KRFB with recommendations for final approval.*
- *Check and certify payments for additional works.*

- *Check personnel, equipment, and material costs for all Variation Orders and Change Orders required under the terms of the Concession Agreement.*
- *Review requests for variation orders and time extensions.*
- *Preparation of the Monthly Report.*
- *Site Safety Monitoring wherein the monitoring activities, meetings, reviews, safety violations, rectification measures, and accident reports are included in the Monthly Progress Report.*
- *Inspect safety conditions and inform the Concessionaire of construction safety violations and follow up action to be taken.*
- *Attend all meetings, and prepare written minutes for distribution.*
- *Review, update, monitor, and report on the Concessionaire's work schedules, CPM-chart.*
- *Monitor and report on progress of scheduled utility relocation work.*
- *Provide all photographs before, during, and after construction necessary to provide adequate documentation of changes in site and adjacent structures.*
- *Review and approve the concessionaire's plans for protection of existing buildings and structures.*

### **Field Engineer**

Principal responsibilities of the Field Engineer is as follows:

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

## **Material Engineer**

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

- *Perform sampling, testing, record keeping, and reporting in accordance with Project Plans and Specifications and copy all test result to KRFB.*
- *Coordinate with the Field Engineer in charge of the work to confirm approval of the work for testing and discuss areas of concern.*
- *Coordinate with the Concessionaire on work Priorities and schedules.*

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

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

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

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

.....  
Sub: Appointment of Consultant as Independent Engineer for Thiruvananthapuram City Road Improvement Project (TCRIP)

Dear Sir,

1. With reference to your RFP Document dated ....., I/we i.e M/s-----  
----- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.



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

Yours faithfully,

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

**FIRM'S REFERENCES**

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

The proposal should contain the following information in the format below

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

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

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

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

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

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

**Financial Capacity of the Applicant**

Name of Applicant:

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

**Certificate from the Statutory Auditor\$**

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

Name of the audit firm

Seal of the audit firm

Date

(Signature, name and designation of the authorized signatory)

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

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

**SITE APPRECIATION**

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

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

I. Technical/Managerial Staff

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

II. Support Staff

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

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

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

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

1. Proposed Position:

2. Name of Staff:

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

4. Nationality:

5. Educational Qualification:

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

Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies:

7. Publication:

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

8. **Employment Record:**

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

9. Summary of the CV

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

A) Education:

i) Field of graduation and year

ii) Field of post-graduation and year

iii) Any other specific qualification

B) Experience

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

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

b) \_\_\_ Yrs.

c) \_\_\_ Yrs.

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

C) Permanent Employment with the firm:

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

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

Certification:

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

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

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

Place-----

Date-----

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

Place-----

Date-----

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

**FINANCIAL PROPOSAL**

FROM:

-----  
-----  
-----

TO:

-----  
-----  
-----

Sir:

Subject: Consultants' Services for

-----  
-----

Regarding Price Proposal

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

Yours faithfully,

Signature -----

Full Name -----

Designation -----

Address-----

(Authorized Representative)

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

## **Format of Financial Proposal**

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

<b>No.</b>	<b>Description</b>	<b>Amount (in Rupees) (INR)</b>
I	Remuneration for Team Leader (inclusive of per diem allowance)	
	Remuneration for Field Engineers	
II	Office Maintenance including transportation Cost	
	i) TCRIP	
	ii) KCRIP	
III	Total cost net of GST*	
	GST	
	<b>TOTAL COSTS (Including GST)</b>	

### **Remuneration for intermittent staff on Rate per day basis (including per-diems and all expenses)**

<b>No.</b>	<b>Description</b>	<b>Rate per day (in Rupees) (INR)</b>
1	Remuneration for Contract Management Specialist	
2	Remuneration for Finance Expert	
3	Remuneration for Material Engineer	

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

Note: No escalation will be payable during the services

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

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



## BREAKDOWN OF COST

Sl.No.	Description	Name	Unit	Quoted Amount in INR		
				Rate	MM	Amount (INR)
<b>A. Key Professional Staff</b>						
1	Team Leader cum Senior Highway Engineer		MM			
2	Field Engineer (1)		MM			
3	Field Engineer (2)		MM			
SUB TOTAL A						
<b>B. Office Maintenance</b>						
1	Office supplies, communication & transportation		Ls/ Month			
SUB TOTAL B						

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