



**KERALA ROAD FUND BOARD**  
*(Constituted under Kerala Road Fund Act)*

No: PMU-KRFB/RFP-01/2022

**Tender Notification**

**REQUEST FOR PROPOSAL (RFP)**

**for**

**Selection of Consultant for Geometric and Structural Design for the work:**

**“Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake**

**Sub Head. Extra Dosed Span – Redesign”**

**Place:** Thiruvananthapuram

**Date:** 19.07.2022

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Government of Kerala.

## Section 1

### RFP for Selection of Consultant for Geometric and Structural Design for the work

### “Construction of Peruman Bridge connecting Peruman and Manrothuruth Across Ashtamudi Lake – SH. Extra Dosed Span – Redesign’

**1.1** Kerala Road Fund Board, established in 2001 by the Government of Kerala, is a funding agency for providing financial assistance to the transport facility projects in the state, Kerala Road Fund Board plays a pivotal role in the overall infrastructure development of Kerala. Requirement of a professional and statutory body to take up the fund management of Kerala State Public Works Department has given shape to the Kerala Road Fund Board (KRFB). Constituted under Kerala Road Fund Act primarily to oversee and manage non-budgetary funds and to organize such funds for developing and maintaining roads and other related infrastructure.

## **1.2 BACKGROUND**

1.2.1 The proposed project is to construct a bridge across Ashtamudi Lake connecting Panayam and Mandrothuruthu Panchayath in Kollam district. Design of this bridge has been done as the provisions contained in IRC:5 - 2015, IRC :6 2014, IRC 112- 2011, IRC 78 -2014 and IS 2911 (Part 1 Sec 2). Vertical clearance provided is 6 m above MFL. The proposed carriage way width of this bridge is 7.5 m with 1.5 m footpath on both sides. For design purpose two lane IRC class A type loading is considered for carriageway design and for footpath 5KN/m<sup>2</sup> is considered for design. For concrete work design mix is preferred. All reinforcement shall be HYSD bars with grade Fe500 confirming to IS 1786. The foundation shall be constructed as per the norms of IRC 78 and the guidelines given in MoRTH specification for road and bridge works. Bored cast-in-situ piles having 1.2m dia shall be provided and socketed as required into hard rock. Superstructure is of pre-Stressed concrete. Deck slab shall be extradosed bridge of 42m+70m+42m and single spans of PSC box girder slab integrated at pier and abutment on either side.

Renovation of KRFB road leading to Peruman side for a length of 4Km and a road length 400m on the opposite side of Lake. Length of this bridge is 416.1 m. No of spans are 13 and span arrangement is 6x30, 2x31.05, 2x42,1x70,2x10 m. The people who residing near

the project area, have voluntarily gave their land for this project. Provisions included in forming approach road are clearing and grubbing road land, construction of embankments, 5.50m wide GSB for subbase, two layers metaling etc. This proposal is for constructing a bridge across Ashtamudi lake connecting Panayam Grama Panchayat and Mandrothuruthu grama Panchayat. Total cost for this project comes to 52 crores. Detailed estimate prepared based on DSR 2016 with present cost index 48.04%. Investigation works already done. Since it is a dream project for the local people, they are ready to surrender their land on negotiation basis to fulfil the project.

The GAD for the Bridge, Drg. No. CEDO/BD/116/17(REV1) is enclosed. (*Annexure 1.*)

- 1.2.2 The original design of the 3-span continuous extradosed bridge (main span) was carried out by the design wing of Kerala Public Works Department. The contract was awarded on Item Rate basis to the Contractor, based on departmental design. Span arrangement for the main span comprises of 3 spans of span length between foundation as 42m, 70m and 42m. The proposed structural scheme for the two-lane bridge with wide footpath as envisaged in the original design comprised of prestressed concrete cast-in-situ superstructure with 2 longitudinal narrow width boxes connected by transverse girders @3m c/c and RCC deck slab on top. 3 suspended / floating spans are provided in between with articulation joint. One floating span of 17.6m is provided at the center of 70m span and floating spans of span 15.8m is provided at either of the end spans, supported at one end on piers and the other end at the articulation. Aesthetically pleasing diamond shaped pylons are proposed for the main piers, which supports the stay cables. 2 planes of stay cables are proposed. Bored-cast-in-situ pile foundation is proposed to support the main pylons. Annexure-1 gives the General Arrangement Drawing of the proposed bridge.
- 1.2.3 The construction methodology and structural scheme as proposed by the department were reviewed during construction stage and it was realized that the original proposed scheme needs improvement from following considerations:
- i. Not amenable for easy inspection and maintenance: The box girders proposed with inside clear width of 600mm and minimum height of 1025mm is not desirable. Practically there is no scope for inspection and maintenance of inside the box girder.
  - ii. Not construction friendly: Casting in-situ the structure with twin box girder and transverse beams and slabs, that too with variable depth, is going to be time consuming, labor- intensive and it will be challenging to ensure safety during construction.

- iii. Suspended Span with articulation is undesirable from durability considerations: Provision of articulation in the middle of spans is not desirable from durability consideration.
  - iv. Structure is close to seacoast and such Inspection, maintenance, or replacement of bearings in articulation is difficult.
  - v. Several expansion joints are introduced in the process, which will lead to riding discomfort.
- 1.2.4 Considering the above, it was decided to work out an alternative option of structural scheme which is construction friendly, which requires less maintenance, and which is having ease of inspection facility and maintenance. The Contractor proposed an alternative structural scheme for the main span of the bridge which addresses the issues and concerns mentioned above. The scope includes carrying out a preliminary conceptual design/drawing and to work out the cost estimate & GFC drawings.
- 1.2.5 Proposed Structural Concept & Design Philosophy:

The overall span arrangement and overall geometry of the structure is kept same as the original design as far as possible. A single cell PSC Box girder is proposed, the superstructure is supported by 2 planes of extradosed cables. 4 nos. of extradosed cables are proposed on each side of pylon. The proposed GAD is given in *Annexure 1*. Cast-in-situ segmental Balanced cantilever construction technique is considered in arriving at the quantities of the bridge. Following assumptions are made in preliminary design a) Integral deck without hinge is considered. If adequate vertical clearance is not available, raising the FRL will be required. The work is already awarded and is in construction stage. Substructure works are nearing completion at the site and superstructure works started. The BOQ item in the scope of this agreement is *“Item 1.12-14.1F.3A-Furnishing and Placing PSC Grade M45 Using Batching Plant, Transit Mixer and Concrete Pump as per drawing and Technical Specification. <br>For cast-in-situ box girder, segmental construction and balanced cantilever- Height up to 5m-furnishing and Placing PSC Grade M45 Using Batching Plant, Transit Mixer and Concrete Pump as per drawing and Technical Specification. For cast-in-situ box girder, segmental construction, and balanced cantilever- Height up to 5m”*

## Section 2

**Name of Work: Consultancy service for Geometric and Structural Design for the Project “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake SH – Extra Dosed Span – Redesign”**

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N.B: For any enquiry/clarification regarding the projects, the Bidders may contact KRFB-PMU, Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033 @ Phone: 0471-2311313 or E-mail: [pdpmukrfb.pwd@kerala.gov.in](mailto:pdpmukrfb.pwd@kerala.gov.in)

**Section 3****KERALA ROAD FUND BOARD****(Constituted under Kerala Road Fund Act)**

Tender No: PMU-KRFB/RFP-01/2022

Kerala Road Fund Board represented by The Project Director, KRFB-PMU, Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033 invites sealed offers in two bid system from the eligible Consultants / Bidders for following work:

**Name of work: Consultancy service for Geometric and Structural Design for the Project titled “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake, Sub Head – Extra Dosed Span – Redesign”**

**Earnest Money — Rs.50,000/-, Cost of Tender — Rs. 1500/- (+18%GST).** Time Allowed- 11 (Eleven )Months or till completion of the project whichever is later. Bid documents can be downloaded from portal of Kerala Public Works Department (<https://www.pwd.kerala.gov.in/>) and the official website of KRFB ( <https://krfb.org/> ) from 19<sup>th</sup> July 2022 onwards. Last date for sale of bid documents is up to 2<sup>nd</sup> August 2022 15:00 hrs.

## 1. Access to RFP Documents

RFP documents can be downloaded from the from portal of Kerala Public Works Department ( <https://www.pwd.kerala.gov.in/> ) and the official website of KRFB ( <https://krfb.org/> ) from 19<sup>th</sup> July 2022 12:00 hrs. onwards and the details are given in the table below.

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**Note: -** Not to be printed below this line

Project Director,  
Project Management Unit,  
Kerala Road Fund Board, Ground floor,  
BSNL CGM(O); Doorsanchar Bhavan,  
PMG, Thiruvananthapuram, 695033  
Phone: 0471 -2311313  
E-mail: pdpmukrfb.pwd@kerala.gov.in

**Section 4****KERALA ROAD FUND BOARD****(Constituted under Kerala Road Fund Act)**

NIT No: PMU-KRFB/RFP-01/2022

**Notice Inviting Bids for Consultancy Services. Important Dates.**

Kerala Road Fund Board represented by The Project Director, KRFB-PMU, Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033 invites sealed offers in two bid system from the eligible Consultants / Bidders for following work:

**Name of work: Consultancy service for Geometric and Structural Design for the Project “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake Sub Head – Extra Dosed Span – Redesign”**

Time period for engagement of consultant	11 (Eleven) months or till completion of the project whichever is later
Tender document available from	19 <sup>th</sup> July 2022 12:00 hrs.
Last date and time for submission of bid documents	2 <sup>nd</sup> August 2022 15:00 hrs.
Cost of bid documents	Rs. 1500/- + 18 % GST (non-refundable) (In the form of Demand Draft issued by one of the nationalised / scheduled banks in India on favour of the Project Director, KRFB PMU payable at Thiruvananthapuram.)
Earnest Money	Rs. 50,000/- (In the form of Demand Draft issued by one of the nationalised / scheduled banks in India on favour of the Project Director, KRFB PMU payable at Thiruvananthapuram.)
Date and time of Pre-Bid Meeting	26 <sup>th</sup> July 2022 11.00 hrs.
Venue of Pre-Bid meeting	Office of the Project Director, KRFB-PMU, Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033



Time and Date of Submission of RFP	2 <sup>nd</sup> August 2022 15:00 hrs. <i>(Financial Bid is to be submitted as hard copy. Technical Bids is to be submitted as hard copy on the address mentioned below)</i>
Time and date of opening of Technical Bids	3 <sup>rd</sup> August 2022 11:00 hrs.
Presentation before Board of Assessors	To be notified later.
Opening of selected Financial Bid	To be notified later.
Venue of physical submission of technical bid	Office of the Project Director, KRFB-PMU, Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033
Tender validity	120 days

4.1 Eligibility of agencies shall be evaluated based on their past performance, available manpower, qualification and experience of Team Leader, financial turnover. They are requested to give correct information as contained in these documents and give documentary evidence in support of the information as under:

- i. Structure of Organization.
- ii. Company Profile with list of Key Personnel, their qualification and relevant experience with copy of Form-16 issued to the key personal by the company.
- iii. Details of experience in similar works during last 5 years ending 31.03 .2022 along with completion certificate of client department indicating satisfactory completion.
- iv. Copy of PAN registration with income Tax Department.
- v. Certificate of registration for GST if applicable
- vi. Certificate of registration for GST.
- vii. Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account Copies of degrees.

4.2 The Consultants, who fulfil the following requirements, shall be eligible to apply.

Joint Ventures are not accepted.

(i) Should have satisfactorily completed the works as mentioned below during the last 5 years ending last day of the month before the one in which bids are invited.

a) Similar work of Structural consultancy of at least one project of worth at least Rs. 50 Crores or two projects of each of worth at least Rs.30 Crores or three projects of each of worth at least Rs.20 Crore. of Elevated Corridor / Flyovers / Bridges / Metro corridor / Underpass.

And

b) One work of nature "Consultancy service for Geometric Design, Structural Design, Issue of Good for Construction Drawings, Bill of Quantities (BOQ), costing not less than Rs. 50 crores with some Central/ State Government/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking.

And

c) Should have experience of Structural Consultancy work of at least one project related with Extradosed Segmental Construction of RS. 50 Cr. in segmental construction/ Precast Fast Track Construction technology.

And

- ii. Should have experience of Structural Consultancy work of at least one project of river bridge of length of 100 meter or above.
- iii. Average financial turn over during last three financial years ending 31.03.2022 should not be less than Rs. 5.00 crore.
- iv. Should not have incurred any loss in more than two years during the last five years ending 31.03.2022.

Note 1: - Similar work means Consultancy/Proof consultancy service for structural design and issue of Good for construction drawings of project consisting of Extradosed elevated Road/Flyovers/Bridges/Metro corridor.

Note-2: - The works completed up to previous day of last date of submission of tender shall also be considered.

Note-3: - The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the actual date of completion to last date of receipt of Technical & financial bids

Note-4: -While considering any similar work executed by applicant firm under joint venture, the experience of the applicant firm in that work shall be restricted to its share/responsibilities as reflected in the Memorandum of Understanding (MoU), signed between the parties, while forming joint venture for that work, attested copy of which shall be submitted along with the technical bid.

Note - 5: - Eligibility criteria given in S1 No. 2 (i) to (iii) above are the minimum criteria to become eligible for Technical Evaluation. Further Technical Evaluation will be done as per criteria given in this RFP document.

**Section 5**  
**INSTRUCTIONS TO BIDDERS**

5.1 Sealed offers in two bid system from the eligible Consultants / bidders for structural design for Extradosed bridge for providing the consultancy services listed under the scope of services in this bid document. The standard terms and conditions of the contract for providing consultancy services are contained in this document. The bidders are requested to go through

- (i) Instructions to Bidders
- (ii) Terms of Reference
- (iii) Conditions of the Contract and
- (iv) List of various enclosures to be submitted by them along with the complete bid document.

5.2 The formats for submission are enclosed in this document as Appendix I to Appendix IV. to help the bidders in submission of offers.

**5.3 Time schedule**

The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the services. The total job is divided into two stages. Stage -1 will be Design stage; stage -2 will be the Construction Stage. Time allowed for stage -1 will be 2 (Two) months and for stage-2 will be 9 months, total time allowed for all the two stages will be 11 (Eleven) months or till completion of the project whichever is later.

**5.4 Language of Bids**

All information in the bid shall be in English.

**5.5 Signature of Bidder**

The bid must contain the name and place of business of the bidder. If the bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid. All the pages of this offer document must be initialed /signed and submitted to KRFB within the stipulated date of submission of bids.

**5.6 Local Conditions and Preliminary Costs**

- a) Each bidder should fully acquaint himself of all local conditions and factors, which may have any effect on the execution of services covered under these documents

and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the bidders before submitting the proposals. KRFB will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the bidder at the time of submission of bid.

- b) All costs of preparing the proposals, presentations including site visits etc. shall be borne by the bidders.

### **5.7 Price Bids**

The bidders are required to quote fee for the lump sum quantity inclusive of all Prevailing taxes and levies except the GST for the consultancy services in the prescribed format given in Appendix II. The statutory GST as applicable shall be re imbursed separately, on actual basis.

### **5.8 Duties and Taxes**

No claim on any duties, taxes, and other levies payable by the bidders in respect of the transaction between the bidders and sub-Consultant/ other agencies will be entertained by KRFB

### **5.9 Validity**

The-offer shall remain valid for a period of ninety days (120) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

### **5.10 Earnest Money**

The Bidder shall furnish non-interest bearing EMD (Earnest Money Deposit) of Rs. 50,000/- (Rupees fifty thousand only) as Demand Draft in favour of The Project Director, KRFB PMU, Thiruvananthapuram from any Nationalized Bank. The EMD prescribed shall be submitted by each of the bidders. Bids not accompanied by the prescribed EMD shall be disqualified and rejected.

## 5.11 Submission of Bids

5.11.1 All proposals are accepted as hard copy

5.11.2 In case of any difficulties in downloading RFP document, bidders may contact

Jayaraj T.S  
Executive Engineer  
KRFB- PMU  
Ph: No 8547632695

5.11.3 The financial proposal shall be submitted as hard copy. The form Appendix 2 must be filled and submitted as hardcopy in the prescribed format.

5.11.4 The technical bids of only those bidders will be opened whose Earnest Money will be found in order.

## 5.12 Technical Bid

The Technical Bid to be submitted as per formats enclosed in Appendix -I shall comprise of the following:

- i. Letter of Transmittal
- ii. Information regarding firm's members and Sub-Consultant
- iii. A brief description of the firm
- iv. Experience of company (with an outline of recent experience on similar projects)
- v. Appreciation of project
- vi. General approach and methodology.
- vii. Concept design (indicating broad structural scheme of various components of the scheme with full justification for adopting any scheme and its effect on cost and time-period of construction, cost of construction and architectural form of various structural components like elevated corridor, piers, superstructure, railings etc. may also be submitted along with the concept design).
- viii. Details of Key Personnel (proposed to be deployed on this consultancy service along with the job to be assigned to each of them).
- ix. The structure design of super structure should also take care of adjoining Approach Structures
- x. Curriculum Vitae for each staff member (including the team leader) to be deployed on the work
- xi. Total manpower deployment schedule
- xii. Work Program (in the form of bar-chart)
- xiii. Comments/suggestions/ Additional information

### **5.13 Financial Bid**

Financial bid should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by KRFB for completing the job. The price bid shall also include the cost of all visits of the Consultant to site of work for the preparation of the scheme and approval by respective agencies and during the construction as and when required by the KRFB in addition to the cost of making presentation before KRFB or to any other body on behalf of KRFB. The cost of office expenses, stationery, traveling, attending meeting and related expenses shall be deemed to be included in the price bid. The expenses to be incurred by the consultant, if any, for obtaining advice from any other agency for completing the job vetted by the Proof Consultant and/ shall also deemed to be included in the price bid.

The bidders are required to quote fee for the lump sum quantity inclusive of all prevailing taxes and levies except the statutory GST for the consultancy services in the prescribed format given in Appendix II The statutory GST as applicable shall be reimbursed separately, on actual basis. The quoted fee will not be increased due to time and cost overrun. Significant lack of clarity on any cost of item as called for above could lead to the bid being rejected, if it hinders a uniform evaluation process, even if the bid meets all other criteria.

The quoted fee of this consultancy agreement will not be increased either due to cost overrun of main project, extension of time or due to any reason whatsoever.

### **5.14 Presentation of Project**

The Bidders must make a presentation of the technical Bid before the Board of Assessors to be constituted by the competent authority to ascertain the adequate bids for the complete works/services under the specifications and documents failing which the financial bid of such bidder shall not be opened and will be treated as rejected. The presentation shall cover, in sufficient detail, the appreciation of the project, method statement for the assignment covering approach and methodology, conceptual design, proposed organizational structure, work program, implementation strategy, proposal to save time and cost, etc. The objective of presentation is to evaluate the bidder regarding bidder understanding and preparedness for the assignment and get clarifications, if any, as required by KRFB. During the evaluation of technical bid, maximum 60 marks have been assigned to be decided by Board of Assessors after successful presentation by the bidder.

## 5.15 PROPOSAL EVALUATION

A two-stage procedure will be adopted in evaluating the proposal. In the first stage, a technical evaluation will be carried out. Only those Technical Proposals which score minimum 70 %marks out of 100 marks in aggregate and 60 % marks in each individual criteria shall be considered for financial evaluation in the second stage. The firms will be ranked using combined technical and financial scores, as indicated in the Data Sheet.

## 5.16 EVALUATION OF TECHNICAL PROPOSAL

- 5.16.1 The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be assigned a Technical Score (TS).
- 5.16.2 The Technical evaluation Proforma is enclosed with the RFP document as Appendix III. To help the client in quicker evaluation, the consultants are required to fill in the reference page numbers on the basis of-which requisite criteria is fulfilled and based on whichthe consulting firm would wish to be evaluated/scored.

### 5.16.3 Evaluation of Technical Bids

Bids received and found valid will be evaluated by the Board of Assessors to ascertain the adequacy bids for the complete works/services under the specifications and documents. The bidder should take enough care to submit all the information sought by KRFB in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. KRFB has a right to accept or reject any or all bids without assigning any reason.

The evaluation of the technical proposal will be based on the following details:

- (i) **Firm's relevant experience and strength:** Profile of organization, registration details, Experience of similar works, annual turnover and total manpower employed.
- (ii) **Technical proposal:** Appreciation of project, general approach and methodology, concept design, aesthetics, and cost of construction.
- (iii) **Qualification/ related experience of key personnel to be employed on this job:** Experience of key personnel, technical capability, and competence of key personnel.



The points given to evaluation criteria are:

<i>Sl No</i>	<i>Criteria</i>	<i>Points</i>
(1)	<p><b><i>Specific experience of the consultants related to this assignment</i></b></p> <p><i>Experience in relevant projects of similar nature (20).</i></p> <p><i>The details are.</i></p> <p>(i) Similar work of consultancy of at least one project of worth at least Rs.50 Crores or two projects of each of worth at least Rs. 40 Crores or three projects of each of worth at least Rs. 30 Crore. of Elevated Corridor / Flyovers / Bridges / Metro corridor, <i>during last five years ending 31.03.2021</i></p> <p>(ii) For every additional similar work of worth at least Rs.50 Crore during the same period (<i>5 marks for one work and maximum 10 for two or more additional work</i>)</p> <p><i>(5 marks for one work and maximum 10 for two or more additional work)</i></p>	20
(2)	<p><b><i>Qualifications and competence of the key personnel for this assignment</i></b></p> <p>(i) Sr. Structural Engineer cum Team Leader (8)</p> <p>(ii) Highway/Transport Engineer (4)</p> <p>(iii) Architect (4)</p> <p>(iv) Geotechnical Engineer (2)</p> <p>(v) Estimator/ Quantity Surveyor (1)</p> <p>(vi) Electrical Engineer (1)</p>	20

(3)	<p><b>Adequacy of the proposed work plan and methodology in responding to the TOR (to be decided by Board of Assessors)</b></p> <p>(a) Concept Design of the bridge with distinguished Architectural feature (20)</p> <p>(b) General Approach &amp; Methodology (15)</p> <p>(c) Concept Design options and Cost Effectiveness of proposal (15)</p> <p>(d) Understanding of TOR &amp; Appreciation of Project (10)</p>	60
	<i>Total (1) to (3)</i>	100

Note: - Marks obtained by the consultants for Adequacy of the proposed work plan and methodology in response to the TOR as mentioned under criteria (3) above will be decided by the Evaluation Committee after the presentation made by the consultant.

Criteria for assessment of Qualifications and competence of the key personnel for this assignment as referred at (2) above is:

<i>Sl No</i>	<i>Criteria</i>	<i>Points</i>
<i>1</i>	<p><b>General Qualifications</b></p> <p><b>A. Professional educational Qualification (40). "The details are:</b></p> <p><i>i. Relevant Bachelor's Degree (20)</i></p> <p><i>ii. Relevant Master's Degree (15)</i></p> <p><b>B. Professional Membership of an Indian / International Professional bod (5).</b></p>	<i>40</i>
<i>2</i>	<p><b>Adequacy for the project</b></p> <p><b>A. Total length of experience (30)</b></p> <p><i>i. Employed with the firm (6) [On Contract with the firm (3)]</i></p> <p><i>ii. Having minimum prescribed experience (18)</i></p> <p><i>iii. Having experience &gt;minimum prescribed period+5 year (24)</i></p> <p><b>B. Professional Experience specific to the assignment (30)</b></p> <p><i>i. Experience in at least one similar project* (15)</i></p> <p><i>ii. For every additional similar work* (7.5 marks for one work and maximum 15 for two or more additional work)</i></p>	<i>60</i>
	<b>Total (1) to (2)</b>	<i>100</i>

\* Similar work means consultancy/proof consultancy service for preparation of GAD (General Arrangement Drawing) Geometric Design and Drawings, Structural Design and Issue of Good for Construction Drawings of project consisting of Elevated Road/ Flyovers / Bridges / Metro corridors.

<i>Sl. No.</i>	<i>Position</i>	<i>Professional Experience</i>	<i>Educational Experience</i>
1	<i>Sr. Structural Engineer cum Team Leader</i>	<i>Minimum 15 years.</i>	<i>Minimum B. Tech / B.E. in relevant field.</i>
2	<i>Highway/Transport Engineer</i>	<i>Minimum 10 years.</i>	<i>Minimum B. Tech / B.E. in relevant field.</i>
3	<i>Architect</i>	<i>Minimum 10 years.</i>	<i>Minimum B.Arch.</i>
4	<i>Geotechnical Engineer</i>	<i>Minimum 7 years.</i>	<i>Minimum B. Tech / B.E. in relevant field.</i>
5	<i>Estimator/Quantity Surveyor</i>	<i>Minimum 5 years.</i>	<i>Minimum B. Tech / B.E. in relevant field.</i>
6	<i>Electrical Engineer</i>	<i>Minimum 5 years</i>	<i>Minimum B. Tech / B.E. in relevant field.</i>

*Only those Technical Proposals which score minimum 70% marks out of 100 marks in aggregate and 60% marks in each individual criteria shall be considered for financial evaluation in the second stage.*

*Points scored out of 100 shall be apportioned as per maximum marks mentioned at (3) above.*

*The minimum experience required of proposed key personnel is: -*

### **5.17 EVALUATION OF FINANCIAL PROPOSAL**

- 5.17.1 Financial bid should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the KRFB for completing the job including office/site visits, office expenses, travelling expenses, cost of all stationary etc.
- 5.17.2 For financial evaluation, total cost of financial proposal will be considered. This, however, does not include GST, which is on production of proof of actual payment of the same.
- 5.17.3 The evaluation committee will determine whether the financial proposals are complete, unqualified, and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the terms of reference within the total quoted price shall be that of the consultant. The Committee will correct the computational errors, if any.

#### 5.17.4 **Determination of Reasonable Financial Proposal:**

Only the Reasonable Financial Proposals as determined below shall be considered for deciding the Financial Score for further determining the Preferred Bidder.

- i. In case only one firm becomes eligible for opening of Financial Proposals, the Financial Proposal may or may not be opened. The decision of the competent authority in this respect shall be final and binding.
- ii. In case 2 firms are eligible for opening of financial proposals, both shall be considered as Reasonable Financial Proposals.
- iii. In case 3 or more firms are eligible for opening of financial proposals, Average of all the opened Financial Proposals shall be determined. A Financial Proposal shall be considered “**Reasonable**” if its variation from the average is within (+)/(-) 15% of the average.
- iv. While determining “**Reasonable Financial Proposals**”, if the Financial Proposal of only one Firm comes out as a “Reasonable Financial Proposal” and all other Financial Proposals do not turn out to be “Reasonable Financial Proposals”, the Firm Quoting the “Reasonable Financial Proposal” shall be declared as the most preferred bidder (H-1).
- v. If the Financial Proposal of none of the firms is found to be within the range of (+) / (-) 15% of the average financial quote, the quote nearest to the average financial quote shall be declared as Most Preferred Bidder.

5.17.5 The lowest financial proposal (FM) will be given a financial score of 100 points. The financial scores (FS) of other proposals will be computed as follows:

$$\mathbf{FS = 100 \times FM/F}$$

(F = amount of financial proposal under consideration)

#### **5.18 COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS**

Proposals will finally be ranked according to their combined technical (ST) and financial (FS as described in 5.24.5) scores using the weights indicated in the Data Sheet:

$$\mathbf{S = TS \times T + FS \times F}$$

Where, T and F are weights assigned to technical and financial Proposals respectively as given in the Data Sheet i.e., 0.8 and 0.2 respectively.

## **5.19 NEGOTIATIONS**

- 5.19.1 The first ranked consultant may be invited for negotiations. The negotiations shall generally be not for reducing the price of the proposal but will be for re-confirming the obligations of the consultant under the terms of reference. Such points as deployment of key personnel, corrections (if any) carried out in the cost of the financial proposal, the way the consultant intends proceeding with the work, etc. shall be discussed during negotiations. In case the consultant fails to reconfirm his commitment, the next ranking consultant shall be called for negotiation.
- 5.19.2 Each key personnel of the preferred consultant may be called for interview at the time of negotiation at the cost of consultant before the award of work.
- 5.19.3 Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

## **5.20 Award of Contract**

- (a) The contract for the consultancy services shall be awarded to the bidder among the agencies which were assessed adequate by the Board of Assessors/ Evaluation Committee as described in Para 13 above and who have submitted the bid in conformity with the requirements of these specifications and documents and KRFB shall be the sole judge in this regard.
- (b) Upon evaluation of offers, the letter of Intent to the successful Consultant/Bidder shall be issued by the KRFB for depositing the Performance Guarantee.
- (c) After the successful bidder deposits the performance Guarantee in prescribed format, letter of commencement of work shall be issued by KRFB.
- (d) The selection of agencies will be at the sole discretion of KRFB who reserve his rights to accept or reject any or all the proposals without assigning any reason. KRFB reserves the right to call for additional information from the bidders as and when required at later stage.

## **5.21 PERFORMANCE GUARANTEE**

- (i) The consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount of the total value of the contract rounded to the nearest rupee in the form of Bank Guarantee from any nationalized/scheduled banks in India within 15 days from the date of issue of letter of acceptance. This period can be further extended by the KRFB at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of KRFB, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount.

- (ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest, after 12 months of completion date as mentioned in the bid document elsewhere.
- (iii) The KRFB shall not make a claim under the performance guarantee except for the following:
  - (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the KRFB may claim full amount of the performance Guarantee.

#### **5.22 Forfeiture of Earnest Money and performance guarantee**

If the consultant withdraws his offer or makes any changes in his offer before award of consultancy work, 50 % of his earnest money will be forfeited by the department. If consultant does not start the work after award of work, the performance guarantee submitted by him along with earnest money will be forfeited by the department. In the above eventuality, the consultant will be debarred from participation in retendering process of this work.

- 5.23 The time allowed for executing the work will be 11 months or up to completion of project which is later and will be reckoned from the 14th day of the issue of letter of acceptance of the offer.
- 5.24 The consultant will get all the sub-consultants approved from the KRFB before assigning any job to them.
- 5.25 During the consultancy period, under exceptional circumstances, change of member of the Consultant firm may be allowed with prior approval of KRFB subject to replacement of the member by equally competent person to the satisfaction of KRFB.

#### **5.26 Professional liability Insurance**

The Consultant shall protect the department against any damage or loss arising for want of such care and diligence or neglect of professional duty. To this effect, the consultant shall indemnify the department through a professional indemnity insurance policy in which the name of this project shall exist with a nationalized insurance company for total fee payable to him. A copy of the policy shall be deposited with the KRFB.

**5.27 Site Visits**

Bidders are deemed to have known the scope, nature and magnitude of the work and the site conditions, requirements, stipulations, etc. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

- 5.28 A hard copy of the duly filled offer documents shall be deposited by post or courier service or hand delivered by all participating bidders in the office of the Project Director, Project Management Unit, Kerala Road Fund Board (KRFB), Ground floor, BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033, Phone: 0471-2311313, Email: pdpmukrfb.pwd@kerala.gov.in
- 5.29 Offers received after the deadline of submission will not be accepted and shall be returned to the bidder unopened.



## Section 6

### AGREEMENT

The agreement made this ..... day of .....Two Thousand Twenty-two between the **KERALA ROAD FUND BOARD** (*Constituted under Kerala Road Fund Act*) on the one hand hereinafter known as the KRFB which shall include his duly authorized representatives and officers of the KRFB and ..... (name of consultant) on the other hand, hereinafter known as the Design consultant, which includes its authorized representatives, and legal heirs, for the work: **Consultancy service for Geometric and Structural Design for the Project titled “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake, SH – Extra Dosed Span – Redesign”** at tendered amount of Rs.....(Rupees .....).

And whereas the Government has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing designing consultancy services for implementation of the Project, and whereas the Government has accepted the offer of the consultant, on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
  - (a) Press Notice,
  - (b) Instructions to Bidders,
  - (c) Terms of reference,
  - (d) Conditions of Contract,
  - (e) Financial Proposal and schedule of quantity (Appendix N),
  - (f) Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc. (to be decided at the time of award)
3. In consideration of the fee to be paid by the Govt. to the Consultant as agreed to between the parties, the consultant hereby covenants with the Government to provide the consultancy services in conformity all respect with the provision of this contract.

4. The Government hereby covenants to pay the consultancy in consideration of the provision of consultancy services the contract price at times and in the manner prescribed by the contract.

DESIGN CONSULTANT

Project Director, Project Management Unit,  
Kerala Road Fund Board  
Ground floor, BSNL CGM(O),  
Doorsanchar Bhavan, PMG,  
Thiruvananthapuram, 695033,  
Phone: 0471-2311313,  
Email: pdpmukrfb.pwd@kerala.gov.in

WITNESS:

1.

2.

## **Terms of Reference**

### **6.1 General:**

The objective of engaging a consultant for the project is to have aesthetically pleasing, technically sound, durable, and economically viable, sleek, steel/concrete/ composite structure proposals for the flyovers, and roads at grade with the least disturbance to traffic. The complete consultancy project envisaged here is time bound and is to be completed in Two stages.

**Stage I: Design stage,**

**Stage II: Construction stage**

### **6.2 Broad Scope of Work**

6.2.1 To develop **Consultancy service for Geometric and Structural Design for the Project titled “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake, SH – Extra Dosed Span – Redesign”** with distinguished Architectural feature.

6.2.2 The details of Bridge to be designed under the scope of agreement are as detailed below: -

<b>SI No.</b>	<b>Description</b>	<b>Area/ Qty.</b>
A	42-70-42 m Extradosed Bridge	154m

6.2.3 The copy of approved drawings of the scheme is enclosed with this document for perusal.

6.2.4 The consultant must carry out all activities as mentioned in this Terms of Reference including Bill of Quantities (BOQ), all Good for Construction drawings, etc.

6.2.5 The work shall be as per standard codes of practice as applicable.

***a) Geometric and Structural Design for the Project titled “Construction of Peruman Bridge connecting Peruman and Mandrothuruthu Across Ashtamudi Lake, SH – Extra Dosed Span – Redesign”***

***b) Preparation of Structural design and drawing including construction drawings for all the structures falling in the alignment which will include: -***

i. Structural design of foundations, substructure, superstructure, crash barrier, footpath for complete corridor, drainage for complete corridor and any other structure etc. It shall also include the modification in design/drawings, at no extra cost, required to be done due to any site constraints or otherwise as directed by KRFB.

All the design shall be based on relevant codes of practice in the respective field.

c) The consultant shall make necessary changes in the design/ drawings as desired by the proof consultant and shall provide all required support to proof consultant.

d) Good for construction drawings for entire corridor showing Pavement / Footpath // Road / Elevated Corridor / Drainage, Signages, Road Marking etc.

**6.3 Stage 1: Design stage:** Following works are included in this stage:

Preparation of a comprehensive scheme showing the general layout plan of various components of the Bridge including footpaths, drainage, Signages, Road marking, central verge etc. at proposed location i.e.: **“Construction of Peruman Bridge connecting Perumanand Mandrothuruthu Across Ashtamudi Lake, SH – Extra Dosed Span – Redesign”** The details of the structures, layout drawings and cross sections are shown in general layout plan.

- i. The consultant will also analyze the pile test data and recommend safe carrying capacity of the piles for approval by department.
- ii. Working out the various traffic signage requirement as per IRC specifications and submit the detailed drawings as per IRC specifications and submit the Bill of quantities separately.
- iii. Working out detailed, electrical requirements in consultation with electrical consultant. The electrical requirement will include complete cabling scheme, lighting arrangement including that for the pumping arrangement, generators, electric substation etc. etc. as per the prevalent rules, specifications, and prevalent practice. Consultant will also submit the specifications, bill of quantities and tender documents for calling the tenders for various electrical works separately. The electrical consultant shall be appointed with prior approval of KRFB.
- iv. Before the general arrangement drawings are finalized, consultant will be required to satisfy himself with the accuracy and adequacy of the topographic survey and

layout at the site. It will be responsibility of the consultant to make sure that the layout at site is accurately done as per the approved general arrangement drawings.

- v. Finalization of the drawings, work out the bill of quantities, frame the Detailed Estimate for accord of the technical sanction by the competent authority.

Preparation of workable river water diversion scheme for construction of bridge Keeping in view the construction activity involves in the construction of river bridge.

#### **6.4 Stage 2 Construction Stage**

While providing the services under this stage, the Consultant shall adhere to international standards and norms pertaining to quality of work, specifications, procedures, project management etc. During this stage, following works are included:

- (i) To review and approve designs and drawings of all kinds of temporary works required for the execution of work or any other work as per the requirement submitted by the Contractor wherever required. Review proposals on construction technology of various items of work and suitable modifications shall be suggested keeping in view the technical requirements, contractual provisions, safety measures, sequential operation of various items, time frame, compatibility of work programme, proposed deployment of personnel and equipment and site conditions.
- (ii) To review and recommend any changes in design, if proposed by the contractor during execution of project.
- (iii) To review the designing of structures, if required at any stage due to any reason
- (iv) To review the quality assurance manual, quality assurance plans, method statements, maintenance manual, 'as built drawings' and suggest modifications, if required.
- (v) To assist KRFB in periodical meetings to review progress achieved with respect to the approved program.

**6.5 Design Requirements:** While carrying out the structural design, the consultant will adhere to the following requirements.

- (i) The consultant should have regular interaction with the KRFB and other Departments 'as directed by KRFB for formulating the design basis, design philosophy and parameters, preparation of detailed designs/ drawings/ guidelines as stated herein including obtaining

approval from the proof consultant appointed by KRFB. The consultant will submit two bound sets of approved design calculation and drawings for the entire scheme.

(ii) The consultant shall specify, with the approval of the KRFB, the system of pre-stressing as and when necessary. He shall give the details of pre-stressing, procedure, design elongations, proforma for recording such post tensioning elongations at site etc. The consultant shall also analyze the elongation data and submit the proposal for “stressing the dummy cables as and when necessary, at a future date based on actual recorded data of pre-stressing at the construction stage.

(iii) The consultant shall indicate the system and type of bearings, cables, and expansion joints along with load data adequate for design of the system by the respective manufacturers. Further the design & drawing of bearings supported by approved manufacturers will be settled by consultant. Necessary installation details shall include the corresponding fixing arrangement in the substructure including leaving of sleeves, grouting etc., where required. Provision should also be made in the design for replacement of bearings later whenever required.

(iv) After the design and drawings are approved by the Proof Consultant, the corrected design calculations should be submitted in three sets and drawings in 6 sets (2 sets in A<sub>0</sub> size and 4 sets in A<sub>3</sub> size) shall be submitted. The drawings “Good for construction” shall be submitted in additional 10 (Ten) sets and their soft copies. The lump sum cost of the consultancy shall be inclusive of all these sets.

(v) In case of more detailed drawings/ design calculations are required by the department, the same shall have to be the same shall have to be supplied by the consultant. The pattern and manner in which the drawings shall be submitted, shall be decided by KRFB and his decision shall be final and binding on the consultant.

(vi) The specifications for the various Items of works and the design criteria should be as per latest MORTH guidelines and IRC's design specifications for road and bridge works and the design criteria or current prevailing international standard practices. For any item not covered in the aforesaid specifications and guidelines, the consultant shall draft the appropriate specifications and propose to KRFB for approval.

(vii) The Consultant shall prepare detailed drawings in digital format for various components and sub-components of the work as per guidelines laid down by the KRFB. Consultant shall submit one soft copy in AutoCAD format in CDs of all the final approved drawings.

(viii) The consultant shall also specify the method of construction, sequence of construction activities, method statements for critical activities and salient technological features to be incorporated at the time of construction. The technology should be available in India and time tested for its efficiency and adequacy.

(ix) It will be the responsibility of the Consultant to get the designs and drawings approved from the proof consultant. The Design Consultant shall furnish all the relevant supporting documents, additional design calculations required by the proof consultant at no extra cost to the department, as the same is deemed to be included in the lump sum fee.

(x) The designs and drawings approved by the Proof Consultant shall not be used by consultant for any work other than for which it was approved without the specific approval of KRFB.

## 6.6 Time for completion & payment schedule

6.6.5 Total time of completion of the consultancy is till the completion of the project. However, the time for the services to be rendered during stage 1 and 2 i.e., Considering the services to be rendered during the construction stage will be limited to the details in para

6.6.6 The time will be reckoned from the 14<sup>th</sup> day from the date of the letter of acceptance (letter of intent) of offer of consultancy services. The consultant shall continue to assist the department in finding solutions to problems that arise during the construction of the project till successful completion of the same.

6.6.7 Schedule of the work within the period is indicated below which should be adhered to. However, it should be noted that the total period for all activities mentioned below should ***not exceed 11 months or till the completion of the project whichever is later.*** The time frame indicated below is from the 14<sup>th</sup> day from the date of letter of acceptance (Letter of Intent) of the offer of Consultancy Services. Payment to be released to the consultant against completion of each stage is also indicated below.

Sl. No.	Activity	Time frame from Date of Start	Admissible payment (% of total fee)
1.	Submission of General Layout Plan & architectural form for various components of structures covered in the scheme	14 to 21 days	5% of Cost "A"

2.	Submission of the preliminary design/ drawings of foundation and preliminary design of super-structure Foundation, Substructure including Piers and Bearings Superstructure and expansion joints All remaining drawings	21 to 30 days	15% of Cost "A"
3.	Submission of Bill of Quantities, Specifications, Analysis -of Rates and suitable scheme for traffic diversion during construction to ensure smooth traffic flow along with method of construction, sequence of construction activities, method statements for critical activities and salient technological features.	30 to 45 days	20% of Cost "A"
4.	Submission of the detailed design/drawings of foundation and design of super-structure and all components covered in the scheme for Proof Checking. Foundation Substructure including Piers and Bearings Superstructure and expansion joints	45 to 60 days	15% of Cost "A"
5.	Issue of good for construction drawings after duly proof checking	60 to- 75 days	25 % of Cost "A"
6.	During construction stage and after approval of as built drawings.	11 months or till completion of	20% of Total Cost "A"



		project whichever is later	(10% amount shall be released after 50% completion of civil work and remaining 10% shall be released after substantial completion of the project i.e., structural work is physically completed.
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Note: The consultant should take not more than 5 days to modify design /drawings based on the comments given by the Proof Consultant, on its submissions and resubmit the same to the proof consultant for final approval. The above time is excluding the time for approval from KRFB

6.6.8 Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of KRFB will be final and binding in this regard.

**Section 7**  
**CONTRACT CONDITIONS**

**General provisions:**

**7.1 Definitions**

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings: -

- (a) "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (b) "Contract" means the contract signed by the parties, to which these General Conditions of contract are attached, together with all the related documents of such signed contract.
- (c) "Effective Date" means the date on which this contract comes into force and effect.
- (d) "Proof Consultant" - "Proof Consultant" shall mean a person/firm/company appointed by the department for undertaking independent proof checking of designs of this scheme to be prepared by the Consultant.
- (e) "Government" means the Government of Kerala
- (f) "Personnel" means persons hired by the Consultant or by any sub-Consultant as employee and assigned to the performance the services or any part thereof
- (g) "Party" means the client or the Consultant, and parties mean both
- (h) "Services" means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in Terms of reference.
- (i) "Sub Consultant" means any entity to which the Consultant subcontract any part of the service in accordance with the provisions of Contract. "Third Party" means any person or entity other than the Government, the Client, the Consultant, or sub- Consultant.
- (j) "Employer" means - Project Director, Project Management Unit, Kerala Road Fund Board (KRFB), Ground floor, BSNL office building at CGM(O)Doorsanchar Bhavan, PMG Rd, Thiruvananthapuram, 695033 Phone: +91 471 2726080or E- mail: pmu@krfb.org"
- (k) "Project Director, KRFB" means the Project Director, Project Management Unit, Kerala Road Fund Board
- (l) "Team Leader, KRFB" means the Team Leader, PMU KRFB, South
- (m) "Executive Engineer, Kollam" means the Executive Engineer, Kollam, Kollam
- (n) "KRFB" means KERALA ROAD FUND BOARD
- (o) "KIIFB" means Kerala Infrastructure Investment Fund Board (A Statutory Body under Finance Department, Government of Kerala)

7.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the KRFB and the Consultant. The Consultant, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on his behalf.

7.3 Law governing contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Kerala State.

7.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

7.5 Headings

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

7.6 Notices

7.6.1 Any Notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below.

Employer:

Project Director, Project Management Unit, Kerala Road Fund Board (KRFB), Ground floor, BSNL CGM(O); Doorsanchar Bhavan, Thiruvananthapuram, 695033, Phone: +91 471 2311313  
E-mail: pdpmukrfb.pwd@keral.gov.in

For the Consultant : .....

Address : .....

Attention : .....

Telephone No.: .....

Mobile Phone No.....

E-mail : .....

(Note: Fill in the Blanks)

7.6.2 Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery or registered mail, on delivery.
- (b) In the case of telegrams, 48-hours following confirmed transmission; and
- (c) In the case of facsimiles, 48-hours following confirmed transmission.

7.6.3 A party may change its address for notice hereunder by giving notice of such change to the other party.

7.7 Authorized representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the KRFB or the Consultant may be taken or executed by the officials specified below. For KRFB.

Project Director  
 KRFB-PMU  
 Thiruvananthapuram

For the Consultant: .....

..... (Note: Fill in the Blanks)

7.8 Commencement, Completion, Modification and Termination of Contract

7.8.1 Effectiveness of Contract

This contract shall come into force and effect from the 14th day from the date of the letter of acceptance of the offer for consultancy services.

7.8.2 Commencement of services

The Consultant shall begin carrying out the services at the end of such time after the effective date.

7.8.3 Expiration of contract

Unless terminated earlier pursuant to condition no. 7.8.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time after the effective date or the extended period, if required.

7.8.4 Entire Agreement

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

### 7.8.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

### 7.8.6 Force Majeure

#### 7.8.6.1 Definition

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both[A] consider at the time of conclusion of this contract and [B] avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 7.8.6.2 No Breach of Contract

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

#### 7.8.6.3 Measures to be taken

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

#### 7.8.6.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action because of Force Majeure.

#### 7.8.6.5 Consultation

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

#### 7.8.7 Suspension

The Engineer in charge may, by written notice to the consultant, suspend all payments to the consultant hereunder if the consultant fail to perform any of their obligations under this contract, including carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

#### 7.8.8 Termination of Contract

The KRFB may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (I) below, for which there shall be a written notice of not less than forty-five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this condition no. 7.8.8), terminate this contract.

(a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.7.8.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the KRFB may have subsequently approved in writing.

(b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached because of arbitration proceedings pursuant to condition no. 7.18 hereof.

(d) If the consultant submits to the KRFB a statement which has a material effect on the right,

obligations, or interests of the KRFB and which the consultant knows to be false.

(e) If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or

(f) If the KRFB, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

#### 7.8.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 7.8.8 hereof, or upon Expiration of this Contract-to-Contract Condition no. 7.8.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration.
- (ii) The obligation of confidentiality set forth in Contract Condition no. 7.9.3 hereof. (iii) Any right which a Party may have under the Applicable Law.

#### 7.8.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 7.8.8 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished. By the Engineer in charge, the consultant shall proceed as provided, respectively by contract conditions no.7.9.8 thereof.

#### 7.8.8.3 Payment upon termination

Upon termination of this Contract pursuant to Contract Condition no. 7.8.8 hereof, the KRFB shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the KRFB Remuneration pursuant to Contract Condition no. 7.12.1 hereof for Services satisfactorily performed prior to the effective date of termination

- (i) Reimbursable expenditures pursuant to Contract Condition no.7.12.1 hereof expenditures actually incurred prior to the effective date of termination; and
- (ii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 7.8.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

#### 7.8.8.4 Disputes about Events of Termination

If the consultant disputes whether an event specified in paragraphs (a) through (e) of Contract Condition no. 7.8.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the KRFB, refer the matter to arbitration pursuant to Contract Condition no. 7.18 here of and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 7.9 Obligations of the Consultant

### 7.9.1 General

#### 7.9.1.1 Standard of Performance

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the KRFB and shall always support and safeguard the KRFB's legitimate interests in any dealings with sub-Consultant or third parties.

#### 7.9.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the KRFB shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

### 7.9.2 Conflict of Interests

#### 7.9.2.1 Consultant and Affiliates not to engage in certain Activities

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



### 7.9.3 Confidentiality

The consultant, their sub-consultant, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, these services, this contract or the KRFB's business or operations without the prior written consent of the KRFB.

### 7.9.4 Liability of the consultant

Subject to additional provisions, the Consultant' liability under this contract shall be as provided by the Applicable Law.

A. Except in case of gross negligence or willful misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the consultant in carrying out the services, the Consultant with respect to damage caused by the consultant to the KRFB, shall not be liable to the KRFB:

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds
  - (a) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
  - (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of(A) or (B) is higher.

B. This limitation of liability shall not affect the Consultant' liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

### 7.9.5 Insurance to be taken by the consultant

The consultant

- (i) The consultant shall take out and maintain, and shall cause any sub-Consultant to take out and maintain, at their (or the sub-Consultant', as the case may be) own cost but on terms and conditions approved by the KRFB, insurance against the risks, and for the coverages, as specified below: -
  - (a) Professional liability insurance, with an adequate coverage equal to remuneration estimated as per clause No.5.26, section 5, instruction to the bidders.
  - (ii) and deposit a copy of the policy with the KRFB and maintain it by paying the regular premiums till the completion of the work. The proof of the payment of the premiums shall be submitted to the

department on the request.

#### 7.9.6 Consultant's Actions requiring KRFB's prior Approval

The consultant shall obtain prior approval of the KRFB in writing before entering a subcontract for the performance of any part of the Services, it being understood

- (a) That the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the KRFB prior to the execution of the subcontract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub-Consultant and its Personnel pursuant to this Contract.

#### 7.9.7 Reporting Obligations

The consultant shall submit to the KRFB the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

#### 7.9.8 Documents prepared by the Consultant to be the property of the KRFB

All plans, drawings, specifications, designs, reports, and other documents prepared by the Consultant in performing the services shall become and remain the property of the KRFB, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the KRFB, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the KRFB.

#### 7.10 Consultant's Personnel

##### 7.10.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

##### 7.10.2 Description of Personnel

- (a) The titles, job descriptions, minimum qualification, and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in technical proposal. If any of the key personnel has already been approved by the KRFB, his/her name is listed as well.
- (b) If required to comply with the provisions of Contract Condition No. 7.9.1.1 of this contract adjustments with respect to the estimated periods of engagement of key personnel set forth in technical proposal may be made by the Consultant by written notice to the KRFB provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger and; (ii) that the aggregate of such adjustment shall not cause payments under this contract to the ceilings set forth in Contract Condition no. 7.12.2 of this contract.

Any other such adjustments shall only be made with the written approval of the KRFB.

(c) If the additional work is required beyond the scope of the services specified in Terms of reference the estimated periods of engagement of key personnel set forth in technical proposal may be increased by agreement in writing between the Engineer- in-Charge and the consultant provided that any such increase shall not except as otherwise agreed cause payments under this contract to exceed the ceilings set forth in Contract Condition No. 7.12.2 of this contract

### 7.10.3 Approval of personnel

The key personnel and sub-Consultant listed by title as well as by name in Technical Proposal and accepted by the KRFB shall deem to be approved by the KRFB. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the KRFB for review and approval a copy of their biographical data. If the KRFB does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the KRFB.

### 7.10.4 Removal and/or Replacement of Personnel

(a) Except as the KRFB may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications & experience. Maximum 3 such replacement is permissible under this contract. If consultant propose more than 3 such replacement, then a levy of 0.5% of the agreed fees will be levied on the consultant for each such replacement.

(b) If the KRFB (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the KRFB specifying the grounds, therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the KRFB.

## 7.11 Obligations of the KRFB

### 7.11.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Consultant in performing the services then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the

parties hereto.

## 7.12 Payment

In consideration of the services performed by the Consultant under this Contract, the KRFB shall make to the Consultant such payments and in such manner as is provided by the Contract Condition No. 7.12.1 of this Contract.

### 7.12.1 Payments to the consultant

#### 7.12.1.1 Currency of Payment

All payments shall be made in Indian Rupees.

### 7.12.2 Mode of Billing and Payment

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

(a) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of Services, the Consultant shall submit to the KRFB, in duplicate, of the amounts payable pursuant to Contract Conditions.

(b) The KRFB shall cause the payment of the consultant periodically as given in schedule of payment above within thirty (30) days after the receipt of bills with supporting documents. Only such portion of a monthly statement that is not satisfactory supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the KRFB may add or subtract the difference from any subsequent payments.

(c) The final payment under this condition shall be only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the KRFB. The Services shall be deemed completed and finally accepted by him and the final report and the final statement shall be deemed approved by him as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the KRFB unless he within such ninety (90) days period, gives written notice to the Consultant specifying in detail the deficiencies in the services, the final report or final statement. The Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the KRFB has paid or caused to be paid in accordance with this Condition more than the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the KRFB within thirty (30) days after receipt by the Consultant of notice thereof. Any

such claim by the KRFB for reimbursement must be made within twelve (12) calendar months after receipt by the KRFB of a final report and a final statement approved by him in accordance with the above.

### 7.13 Fairness and Good Faith

#### 7.13.1 Good Faith

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

#### 7.14 Deleted

#### 7.15 Responsibility for accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project. He shall indemnify the department through the performance guarantee, already submitted by him before award of work, and through Security Deposit to be deducted as per this agreement against any action arising out of such inaccuracies in the work which might surface at any time later of implementation of the project.

### 7.16 Compensation

#### 7.16.1 Compensation for delay

(a) If the work remains un-commenced /or incomplete at any stage with reference to time schedule, a compensation at the rate of 1.50% (one decimal five zero percent) of the agreed fee for every month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of KRFB of the project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

(b) If the consultant is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or the approval by the department which is necessary to carry out further work, he shall be allowed suitable extension of time by the KRFB of the project, whose decision shall be final and binding on the consultant. Consultant shall not have any claim against the department for such delayed approvals/decisions, except suitable extension of time.

7.16.2 The compensation leviable on consultant in different clauses mentioned herein above/below are leviable independently. The total amount of compensation shall not exceed 10% of the agreed fees for all the breaches of contract including compensation for consultancy. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the government. Th case the amount of compensation for all the breached of contract, as decided by the KRFB equals to 10% of the agreed fees, the consultants will be debarred for 2 years in participating future calls of bids of KRFB

### 7.16.3 Compensation for Error/Variation

(a) the Bill of Quantity (BoQ) for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final Estimated cost of work (derived based on final quantities on completion of work and rates adopted in estimated cost put to tender) should not deviate by more than +/- 15% of the estimated cost put to tender. If the overall deviation due to default / wrong estimate of the consultant is more than +/- 15%, then the consultant is liable to pay a compensation @ 0.10% of amount of such deviation (beyond permissible deviation). The maximum compensation payable on this account will be 1% of the total fee payable to the consultant. However, the deviations which have been authorized by KRFB due to genuine reasons shall not be considered as deviation for above purpose of levy of compensation. The decision of KRFB whether the deviation is due to default of the consultant or due to genuine reason on account of authorized deviation by KRFB shall be final and binding on the consultant.

(b) The Bill of Quantity (BOQ) prepared by the consultant should be complete in all respect to achieve the completion of project as conceptualized. However, in case during execution of works it is observed that certain essential items which are required to complete the work are missing which force KRFB to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 0.10% of cost of such missing items shall be levied on the consultant. The maximum compensation payable on this account will be 1% of the total fee payable to the consultant. The decision of KRFB whether the missing items are due to default of the consultant or due to genuine reason on account of authorized extra work by KRFB shall be final and binding on the consultant.

## 7.17 ACTION FOR DEFICIENCY IN SERVICES

### 7.17.1 Consultant liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him which shall include any or all cost and expenses incurred by the Client in removing the deficiency in Service including engaging any other consultant.

### 7.17.2 Warning / Debarring

In addition to the Compensation as mentioned in para 7.16, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility-cum-Preliminary Design Report causing adverse effect on reputation of the Client, other penal action including debarring the Consultant for certain period may also be initiated as per policy of KRFB.

### 7.18 Effect of change in the scope of the work on consultancy fee

The details of total Area/ Qty. of different stretches and other structures under the scope of this agreement are as detailed at Para 2 (ii)/ P-17 related to Broad Scope of Work. The copy of approved drawings of the scheme is enclosed with this document for perusal.

No extra payment shall be made if total addition/ alteration results in increase on length/quantity of different components of project up to 15%. However, beyond 15% deviation in length/qty. of these components, extra payment shall be made on pro-rata basis for such variations beyond permissible variation of 15% based on approved consultancy fee in this agreement for original corridor length based on which the consultancy work was awarded. The decision of the KRFB shall be final and binding in this regard w.r.t. the fee payable for additional work done due to enhancement of corridor length or length/qty. of different structures beyond 15% of its original length/qty. Similar principle shall be followed for reduction in scope of work.

Methodology to be followed for above purpose shall be the following: -

For inclusion of new structure, the additional consultancy fee payable will be worked out as 0.50% of cost of such structures. The decision of Engineer-in charge w.r.t. cost of such structures shall be final and binding on the consultant.

The additional consultancy fee payable for any other structure not covered above shall be decided by KRFB judiciously and it shall be final and binding.

## 7.19 SETTLEMENT OF DISPUTES & ARBITRATION

### 7.19.1 Governing Law, Dispute Resolution and Arbitration

This agreement, all issues arising there from shall be interpreted and governed in accordance with the applicable Laws of India

In the event of any dispute arises between the Parties, they shall endeavor to settle such dispute amicably in the first instance. If the Parties are not able to resolve the differences or dispute among themselves then, any such dispute not so settled amicably shall be finally settled by arbitration under the Arbitration & Conciliation Act, 1996 by a sole arbitrator appointed in accordance with said Act.

The venue of the said Arbitration shall be at Thiruvananthapuram

7.19.2 -Deleted

7.19.3 -Deleted

7.19.4 -Deleted

7.20 Deleted

7.20.1 Deleted

7.21 Foreclosure

7.21.1 The KRFB may, by not less than thirty (30) days of written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

7.21.2 Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the KRFB.

7.21.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses if the contract is terminated.



## Section 8

## Appendices

## APPENDIX I

## TECHNICAL PROPOSAL

Format I A

Letter of Transmittal

Project Director, Project Management Unit, Kerala Road Fund Board (KRFB), Ground floor,  
BSNL CGM(O), Doorsanchar Bhavan, PMG, Thiruvananthapuram, 695033  
Phone: 0471-2311313 Email: pdpmukrfb.pwd@kerala.gov.in

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Name of work: Consultancy service for Geometric and Structural Design for the Project titled  
“Construction of Peruman Bridge connecting Peruman and Mandrothuruthu  
Across Ashtamudi Lake SH – Extra Dosed Span – Redesign”

Sir,

I/We have read and examined the complete document including the instructions to bidders, terms of reference and contract conditions of the contract for preparation of, detailed structural design and drawings including constructional drawings, proof checking of structural design & drawings and Detailed Estimate/Tender document etc. interalia other services to be provided during pretender stage, tendering stage, and post tendering stages for above mentioned work.

I/We hereby submit our application on prescribed formats for undertaking the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein. I/We agree to abide by and fulfil all the terms, conditions, and provisions of the aforesaid documents.

I/We undertake to commence the work immediately on receipt of the letter of acceptance and to complete the work within the stipulated period. However, as stated in terms of reference, I/We undertake to complete the works in Pre-tendering and tendering stage in 4 months.

The offer is submitted in separate sealed covers marked as “Technical Bid” and “Financial Bid” and both covers are sealed in another separate sealed envelope with name of work marked on each envelope.

The “Technical Bid” contains the undertaking that presentation shall be made before the Board of Assessors as per the formats given in Appendix -I and “Financial Bid” contains this bid document along with details as per the formats given in Appendix II duly filled in and duly signed by authorized representative.

Witness: Signature:

Signature.....

(Authorized Signatory of Consultant)

Name: (Name & Address of Consultant)

Address:

Format I B

It is undertaken that presentation shall be made before the Board of Assessors as per the formats given below i.e., Format II to Format XII.

Signature.....

(Authorized Signatory of Consultant)

## Format II

## INFORMATION REGARDING FIRM'S MEMBERS

<p>1. Name of the main consultant (in case of partnership to deal with KRFB for the project)</p> <p>Name of contact person:</p> <p>Address:</p> <p>Telephone (O):</p> <p>Telephone (R):</p> <p>Mobile:</p> <p>Email:</p>	
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## Format III

## BRIEF DESCRIPTION OF THE FIRM

(With an outline of the experience of the firm on similar projects during last five years)

- (a) Name of the firm
- (b) Year of Registration
- (c) Type of firm (Individual/ Proprietary/ Partnership/ Limited Company or any other)
- (d) Annual Turnover (for the last 5 years preceding 31.03.2016) along with annual report and duly certified by the Chartered Accountant
- (e) Total Number of Employees (for the last 5 years)
  - Technical
  - Others
- (f) In house facilities available in following fields

Sl No.	Fields	Manpower with more than 15 years' experience	Manpower with 10 to 15 years' experience	Manpower with lesser than 10 years' experience
i	Sr. Structural Engineer cum Team Leader			
ii	Highway / Transport Engineer			
iii	Geotechnical Engineer			
iv	Architect			
v	Estimator/ Quantity Surveyor			
vi	Electrical Engineer			

## Format IV

## EXPERINECE OF COMPANY

(Experience of relevant and similar works completed during last five years preceding 31.03.2021)

1. Project Title & Location:
2. Name of Client and Address: :
3. Describe area of Participation (Specific Services rendered by the Applicant)  
Status of Projects in hand:
4. Period of Services rendered for the project  
Professional man-months rendered for the project:
5. Consultancy fees for the project (In Indian Rupees)
6. (a) Total Project Cost (In Indian Rupees):  
(b) Cost of Grade Separator/Flyover/Bridges/Underpass (In Indian Rupees):
7. Date of start of consultancy for the work and the present status of consultancy services:
8. Details of design feature of the various components of Flyovers
  - (a) Overall length of bridge/length of viaduct/embankment
  - (b) Width of Flyover/Carriageway width
  - (c) Type of foundation
  - (d) Type of superstructure (RCC/ Pre-stressed, Pre-cast/ Cast-in-situ):
  - (e) Span arrangement (simply supported/ continuous)
  - (f) Obligatory Span
  - (g) Straight/ curved
  - (h) Brief Description of cross section
  - (i) Any other details like shape of piers etc.
9. Present Status (physical & financial) of construction work (if work is in progress):
10. Whether the Project was handled in Joint Venture individual (If: Yes/No  
Yes, specify the JV/Consortium Partners and their role (area of Participation) in the project:
11. Whether any Sub Consultant was involved : Yes/No  
If Yes; Specify their Area of Participation in the project:

## Note:

- 1) Supporting documents like Certificates from the client in support of each of the above projects to be furnished.
- 2) The photographs and/or sketches/drawings etc. can be enclosed to supplement any salient features/components.

**Format V**

CONCEPT DESIGN OF THE BRIDGE WITH DISTINGUISHED ARCHITECTURAL FEATURE.  
Prepare alternative concept design of the bridge highlighting Architectural aesthetics. Architectural form of various structural components like piers, superstructure, railings etc. may also be submitted along with the concept design.

**Format VI**

## GENERAL APPROACH &amp; METHODOLOGY

Indicate in detail the method statement covering the approach and methodology proposed for carrying out the project, including such detailed information as is deemed relevant.

**Format VII**

## CONCEPT DESIGN OPTION AND COST EFFECTIVENESS OF PROPOSAL

Prepare a conceptual design of the project, cost of construction, etc. with full justification for adopting any scheme and its effect on cost and time-period of construction.

**Format VIII**

## UNDERSTANDING OF TERMS OF REFERENCE AND APPRECIATION OF PROJECT

Indicate in detail the bidder's knowledge of the project requirement and bidder's understanding of the requisite tasks as set forth in the Scope of work.

**Format IX**

## DETAILS OF KEY PERSONNEL

(Staff deployed for this Project)

## A. Personnel from Consultant's Organization

Sl No.	Key Person	Name of Staff	Qualification	Years' Experience	Field of Specialization	Man months proposed	Remarks
1							
2							
3							
4							



**Format X**

Curriculum Vitae (CV) for each staff member  
(To be deployed on the work)

Proposed Position on this work:

.....

Name of Firm:

.....

Name of Staff:

.....

Nationality

.....

Profession

.....

Year with the Firm:

.....

Details of tasks Assigned:

.....

Qualification:

(Summaries College/ University and other specialized education of staff member giving names of college/institution, year of passing and degree obtained in about Quarter of a page)

Language

(Include proficiency in speaking, reading, and writing each language by a degree of (“Excellent”, “Good”, “Fair” or “Poor”))

Employment Record & Present commitments\*\*:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & status etc.)

Experience under this heading: give outline of staff member’s experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

I undersigned, certify that to the best of my knowledge and belief, this biodata correctly agrees my qualification my experience and me.

Date: Day/Month/Year .....

Signature of Staff member: .....

Authorized official from the firm: .....

Note: 1. Please attach proposed “work Programme” and time schedule for technical personal for all ongoing projects including this project in man-days.

2. The above information should be factually correct, providing false or incorrect information will be considered very seriously and bidder providing false information may be disqualified.

**Format XI**

## TOTAL MANPOWER DEPLOYMENT SCHEDULE

Sl No.	Name	Position	Months (in the form of a Bar Chart)						Number of Months
			1	2	3	4	5	6	
1									
2									
3									
4									

## NOTES:

1. Show personnel (for all areas as mentioned in TOR)
2. Show duration by solid line for continuous inputs and broken line for staggered inputs considering the present commitments.

**Format XII****WORK PROGRAM**

(Work Program of the project in the form of Bar Chart)

**Format XIII****COMMENTS/ SUGESTIONS/ ADDITIONAL INFORMATION**

(The consultant may submit his comments, suggestions, or any other additional information relevant to this project)

**Appendix-II**

## FINANCIAL PROPOSAL

Sl. No	Part/Stage of Consultancy	Qty	Quoted Rates (in Rs.)		
			Rates figures	Rates words	
	Cost "A" Lump Sum fees for development of geometric concept, distinguished architectural feature of River Bridge and preparing Structural Design and Drawings including Good for Construction drawings as per provisions of IRC/BIS codes, detailed estimate including the Bill of Quantity (BoQ) complete as per the direction of KRFB for all the components of the scheme as mentioned in the Terms of Reference under clause 2 Broad Scope of Work, i.e., time frame for various activities and payment schedule.	Lump Sum			
	<b>Total Cost</b>				

Note:

1. Above costs should be quoted inclusive of all prevailing taxes and fees except the statutory GST.
2. Stage payment for all the components of the scheme as mentioned in Term of Reference under Clause 7.2 is applicable only on item 1 [Cost "A"].

APPENDIX — III

TECHNICAL EVALUATION PROFORMA

## Appendix-IV

## Section 8

## SUBMISSION CHECKLIST

- I. Technical Proposal (in 2 copies)
  - i. Letter of Transmittal
  - ii. Information regarding firm's members and Sub-Consultant
  - iii. A brief description of the firm
  - iv. Experience of company
  - v. Appreciation of project
  - vi. General approach and methodology
  - vii. Concept design
  - viii. Details of Key Personnel
  - ix. Curriculum Vitae for each staff member to be deployed on the work
  - x. Total manpower deployment schedule
  - xi. Work Program
  - xii. Comments/suggestions/ Additional information
  
- II. Financial offer (in one copy)
  - i. Financial offer - Covering Letter
  - ii. Schedule of Summary Price Proposal
  
- III. Technical Evaluation Proforma (Appendix-III)
  
- IV. Presentation

A presentation of technical proposal will be given by the bidder, if required, after the submission of the technical and financial bids. The date, time, and venue of the presentation will be intimated to the consultant at least three days in advance.