GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
Selection of Consultants
for
Preparation of

"Detailed Engineering & Project Management Consultancy Services For Construction of Sky Walk in Raipur Town at Shastri chowk, Raipur

SUPERINTENDING ENGINEER
PUBLIC WORKS DEPARTMENT
BRIDGE CIRCLE, RAIPUR (CHHATTISGARH)
Ph. 0771-2426515 Fax- 2424360
E-mail : sebr.raipur@nic.in

NOTICE INVITING BIDS
FOR

CONSULTANCY SERVICES

Memo No. **NIT No. /Setu/** **Raipur Date**

Name of work :Detailed Engineering & Project Management Consultancy Services For Construction of Sky Walk in Raipur Town at Shastri chowk, Raipur

Time Allowed: - 15 (Fifteen) months or till completion of the project whichever is later.

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Superintending Engineer
Public Works Department
Bridge Construction Circle
Sirpur Bhawan Campus
Raipur Chhattisgarh

Name of work : Detailed Engineering & Project Management Consultancy Services For Construction of Sky Walk in Raipur Town at Shastri chowk, Raipur

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(PRESS NOTICE)

PUBLIC WORKS DEPARTMENT
GOVT. OF CHHATTISGARH

Memo No. **NIT No./setu/** **Raipur Date**

The Superintending Engineer, PWD Bridge Construction Circle, Sirpur Bhawan Campus Raipur (C.G.) Pin no. 492001, Fax no. 0771- 4091255 invites on behalf of Governor of Chhattisgarh, sealed offers in two bid system from the eligible Consultants / bidders for following work:

Name of work : Detailed Engineering & Project Management Consultancy Services For Construction of Sky Walk in Raipur Town at Shastri chowk, Raipur

Earnest Money – Rs. 1,00,000/-, (One lacs) Cost of Tender – Rs. 5000/-.(Five Thousand) Time Allowed – 15 (Fifteen) Months or till completion of the project whichever is later. Last date of receipt of application for issue of tender document upto 17:30 PM- on

Other details can be seen at official web site of PWD CG http://pwd.cgeprocurement.gov.in., http://cgstate.gov.in. **or** http://cg.nic.in/pwdraipur on Notice Board & **in the O/o The Superintending Engineer, PWD Bridge Construction Circle, Sirpur Bhawan Campus Raipur (C.G.) Pin no. 492001, Fax no. 0771- 4091255**

Superintending Engineer
Public Works Department
Bridge Construction Circle
Sirpur Bhawan Campus
Raipur Chhattisgarh

*** to be filled by concerned EE**

PUBLIC WORK DEPARTMENT
GOVT. OF CHHATTISGARH
NOTICE INVITING BID FOR CONSULTANCY SERVICES

The Superintending Engineer Public work department Bridge Construction Circle Raipur Chhattisgarh invites on behalf of Governor Of Chhattisgarh, sealed offers in two bid system from the eligible Consultants / bidders for following work:

Name of work : **Detailed Engineering & Project Management Consultancy Services For "Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur.**

S.No.	Particulars	Details	
1	Web Address to download the RFP	http://eproc.cgstate.gov.in., http://cgstate.gov.in. or http://cg.nic.in/pwdraipur	
2	Last Date of Receipt of Pre-Bid	**Date: 17-06-2016 Time 17:30 hrs**	
3	**Date of Pre-Bid Meeting**	**Date 21-06-2016 Time 15:00 hrs**	
4	Last date and time of Submission of Bid by speed post & Registered post only (Bid Due Date)	**Up to** 15:00 hrs **Date 11-07-2016**	
5	Mode of Submission of RFP	Through speed post/registered post only.	
6	Opening of Technical Bid	**At** 17:00 hrs **Date** 12-07-2016	
7	Date of Opening of Financial Bid	To be intimated later on to technically qualified bidders.	
8	Duration of Services	15 months or completion of project whichever is later.	
9	Cost of RFP Document	DD of Rs. 5000/- in favour of Executive Engineer P.W.D. Bridge Division Raipur payable at Raipur.	
10	Earnest Money Deposit	Rs. 1,00,000/- (One Lac only) Envelope -A	
11	Validity of Proposal	120 days (One Twenty Days) from the date of Opening of Financial Bid	
12	Eligibility Criteria	Financial	Minimum annual financial turn over during last three financial years ending 31.03.2016 should not be less than Rs. 10.00 crore in last 3 years.
		Technical	Should had done Techno-Economic Feasibility Study and preparation of GAD (General Arrangement drawing) Geometric Design Drawings, Detailed Drawings, Bill of Quantity, Structural Design / Issue of Good for Construction Drawings etc. of projects consisting of Elevated Road/ Sky Walk under congested urban traffic condition in India minimum length of 1.5 Km. under any Central/ State Govt./ Public Sector Unit.
13	Selection Process	As per Clause 5 & 6	

14	Representative/Contact person	***Mr. C.H. Chandrakar*** **SUPERINTENDING ENGINEER** **P.W.D. BRIDGE CIRCLE RAIPUR** ***Raipur – 492 001*** ***Phone: +91-0771-2426515, Fax: +91-0771-2424360,*** **M. no. 096694-90474** ***e-mail: s e b r . r a i p u r @nic.in;***
15	Address where Bidders must send Proposal	The Proposal submission address is: ***Mr. C.H. Chandrakar*** **SUPERINTENDING ENGINEER** **P.W.D. BRIDGE CIRCLE RAIPUR** ***Raipur – 492 001*** ***Phone: +91-0771-2426515, Fax: +91-0771-2424360,*** **M. no. 096694-90474** ***e-mail: s e b r . r a i p u r @nic.in;*** Proposals must be submitted no later than the following date and time:

*** to be filled by concerned EE**

1. Eligibility of agencies shall be evaluated on the basis of their past performance, available manpower, qualification and experience of Principal Consultant, financial turnover. The agencies are requested to give correct information as desired 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
iii. Details of experience in similar work during last 7 years ending 31-03-2016 along with completion certificate of client department indicating satisfactory completion.
iv. Copy of PAN registration with income Tax Department.
v. Certificate of registration for Sales Tax / VAT and Service Tax.
vi. If the agency is not registered under C.G. State Value Added Tax then an affidavit that he will get registration certificate under VAT before claiming any payment.
vii. If the agency is not registered under Service Tax then an affidavit that he will get Service Tax registration certificate before claiming any payment
viii. Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account Copies of degrees.

2. The consultants, who fulfill the following requirements, shall be eligible to apply.
Joint Ventures are not accepted.

(i) Should have satisfactory completed the work as mentioned below during the last 7 years ending on 31.03.2016.

Should had done Techno-Economic Feasibility Study and preparation of GAD (General Arrangement Drawing) Geometric Design Drawings, Detailed Drawings, Bill of Quantity, Structural Design / Issue of Good for Construction Drawings etc. of projects consisting of Elevated Road/ Sky Walk of minimum length 1.5 Km. under congested urban traffic condition in India under any Central/ State Government/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking.

a. 04 (Four) Skywalks/FOB's in last 7 years

b. Successfully completed at least one Cable stayed elevated Structure/ Skywalk

2 (ii) Minimum annual financial turn over during last three financial years ending 31.03.2016 should not be less than Rs. 10.00 crore.

2 (iii) should not have incurred any loss during the last three years ending 31.03.2016.

The value of executed work and turn over shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of application for tenders.

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

Superintending Engineer
Public work department
Bridge Construction Circle Sirpur Bhawan Campus
Raipur Chhattisgarh
Issued to: _____

Date of Issue _____

Superintending Engineer
Public work department
Bridge Construction Circle Sirpur Bhawan Campus
Raipur Chhattisgarh

Formats for Eligibility Criteria

The formats to be used for providing the required information related to Eligibility Criteria are as follows.

Form-1: Consultants Organization

[Provide here a brief (two pages) description of the background and organization of your firm for this assignment]

Form-2: Consultants Experience

[Using the format below Provide information on each assignment for which your firm, for this assignment, was legally contracted either individually as a corporate entity. for carrying out consulting service similar to the once requested under this assignment]

Assignment Name	Approx, value of the contract (in current INR)
Country : Location within country	Duration of assignment (months)
Name of Client :	Total No of staff months of the assignment:
Address:	Approx, value of the service provided by your firm under the contract (in current INR)
Start Date (month/year): Completion date (month/year):	No. of professional staff-months provided by the associated consultants
Name of associated consultants, if any;	Name of senior professional staff of your firm involved and functions performed(indicate most signification profiles such as project Director/ Coordinator, Team Leader):
Narrative description of project:	
Description of actual service Provided by your staff within the assignment:	

Firms Name

Proof of consultants Experience in the form of attested copies (not less than the rank of superintending Engineer / Executive Engineer) of the certificates issued by the client Employer.

Form-3: Consultants Average Annual Turnover For Last Five Financial Years

Name	year of Registration / Incorporation	Number of Employees as on 31st March 2016
Firms Name		

Annual Turnover from consultancy Services (in INR)

2011-12	2012-13	2013-14	2014-15	2015-16

Note

1. Enclose a copy of Registration document (in case of a consultant not being a Government body / undertaking/PSU)
2. Enclose a copy of Audited Financial Statement

	Authorized Signatory
Signature	
Name	
Designation	
Company/ firm	
Date	

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Definitions

a) "Consultant" means any entity that may provide or provides the Services to the Government of Chhattisgarh under the Contract;

b) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices;

c) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions;

d) "Day" means calendar day;

e) "Government" means the Government of Chhattisgarh;

f) "Instructions to Consultants" (Section 2 of the RFP) means the document which provided to the Consultant;

g) "Public Works Department Bridge Construction Circle Raipur Chhattisgarh or "Authority" means the agency with which the selected Consultant signs the Contract for the Services;

h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the INDIA ; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India;

i) "Proposal" means the Technical Proposal and the Financial Proposal;

j) "RFP" means the Request for Proposal prepared by the Public Works Department Bridge Construction Circle Raipur Chhattisgarh for the selection of Consultant;

k) "Services" means the work to be performed by the Consultant pursuant to the Contract;

l) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services;

m) "Terms of Reference" (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Public Works Department Bridge Construction Circle Raipur Chhattisgarh and the Consultant, and expected results and deliverables of the assignment;

n) "Technical Advisory Committee or TAC" means a committee constituted by the Engineer In Chief Public Works Department for the purpose of technical guidance to the Consultants and monitoring of the study;

O) "ITC" means Instructions to Consultants

1.1 The PWD Bridge will select a consulting firm. The Superintending Engineer Bridge construction Circle Raipur will select a consultant accordance with the method of selection specified in the Data Sheet & clause 5 of this document.

1.2 The Eligible Consultants / bidders are invited to submit a sealed offer in two bid system containing Technical Proposal and a Financial Proposal, with a separate envelope of earnest money as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Bridge Construction Circle Public Works Department Raipur before submitting a proposal and to attend a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Bridge Construction Circle Public Works Department Raipur's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre- proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Bridge Construction Circle Public Works Department Raipur will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Bridge Construction Circle Public Works Department Raipur is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

1.6 **Conflict of interest**

Bridge Construction Circle Public Works Department Raipur requires that Consultants provide professional, objective, and impartial advice and at all times hold the Bridge Construction Circle Public Works Department Raipur's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) **Conflicting activities** - A firm that has been engaged by the Bridge Construction Circle Public Works Department Raipur to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall

be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firms consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) **Conflicting assignments** - A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. The hired consultant for the present assignment shall not work with any other firm or developer or agency on the same assignment nor would advise on such matters to any other firm except Bridge Construction Circle Public Works Department Raipur

(iii) **Conflicting Relationships**- A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Bridge Construction Circle Public Works Department Raipur's staff who is directly or indirectly involved in any part of

(i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bridge Construction Circle Public Works Department Raipur throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Bridge Construction Circle Public Works Department Raipur shall work as Consultants under their own ministries, departments or agencies. Recruiting former employees of the Bridge Construction Circle Public Works Department Raipur and Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bridge Construction Circle Public Works Department Raipur by the Consultant as part of his technical proposal.

1.6.4 **Unfair Advantage -** If a short listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Bridge Construction Circle Public Works Department Raipur shall make available to all short listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

1.7 **Fraud and Corruption -** The consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of such contracts and must not indulge in any corrupt/ fraudulent practice defined here under:

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

(ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

(iii) "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(iv) "Obstructive practice" is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bridge Construction Circle Public Works Department Raipur investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or an individual at any time.

1.8 Eligibility Criteria - The applicant should fulfill the eligibility criteria as defined in Section 1 i.e. Detailed Tender Notice.

1.9 Ineligibility A firm or an individual sanctioned by the Bridge Construction Circle Public Works Department Raipur in accordance with the above Para. 1.7 (c) shall be ineligible to be awarded contract by Bridge Construction Circle Public Works Department Raipur, during such period of time as the Bridge Construction Circle Public Works Department Raipur shall determine.

1.10 **Origin of Goods and Consulting Services** - Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

(i) as a matter of law or official regulation, the Government of India prohibits commercial relations with that country; or

(ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any imports of goods from that country or any payments to persons or entities in that Country.

1.11 **Only One Proposal -** Consultants may only submit one proposal. If a Consultant submits in more than one proposal, such proposals shall be disqualified.

1.12 **Proposal Validity** - The Data Sheet indicates how long Consultants" Proposals must remain valid after the submission date (validity period) [Hundred Twenty days (120 days)]. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Bridge Construction Circle Public Works Department Raipur will make its best effort to complete negotiations within this period. Should the need arise; however, the Bridge Construction Circle Public Works Department Raipur may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.13 **Duration of Services -** 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 three stages. Stage -1 will be pre-tender stage, stage -2 will be the tender stage and stage - 3 will be post-tender stage. Time allowed for stage -1 and 2 will be 6 (six) months and total time allowed for all the three stages will be 30 (Thirty) months or till completion of the project whichever is later.

2. Clarification and Amendment of RFP Document -

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Bridge Construction Circle Public Works Department Raipur's address indicated in the Data Sheet. The Bridge Construction Circle Public Works Department Raipur will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Bridge Construction Circle Public Works Department Raipur deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para.

2.2 At any time before the submission of Proposals, the Bridge Construction Circle Public Works Department Raipur may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Bridge Construction Circle Public Works Department Raipur may amend the may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals -

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Bridge Construction Circle Public Works Department Raipur, shall be written in English language.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following

(a) The estimated number of Key Professional staff-months for the assignment has been shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months assessed by the Consultants.

(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(c) **Language -** Documents to be issued by the Consultants as part of this assignment must be in the English language (Reference Paragraph 3.1)

(d) **Bid Processing Fee -**The Consultant shall furnish as part of its Proposal, a non refundable Bid Processing Fee of [INR 10,000 (Indian Rupees Ten thousands only)] in the form of a Demand Draft issued by the Nationalised/ Scheduled Bank in India in favour of the "Executive Engineer, PWD Bridge Construction Division Raipur" payable at Raipur (the "**Bid Processing Fee**").

Bid Security/ Earnest Money - The bidder shall also submit of Bid Security/Earnest Money of Rs. 1.00 lakh in the form of Receipt Treasury Challan/ Deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favor of "Executive Engineer, PWD Bridge Construction Division Raipur" along with his bid document. Earnest Money is to be submitted with proposal in a separate envelope showing details thereof on the envelope and shall be adjusted in advance performance security on award of contract.

3.4 **Technical Proposal Format and Content -** Consultants are required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

(a) (i) A brief description of the Consultants organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Bridge Construction Circle Public Works Department Raipur.

(b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Bridge Construction Circle Public Works Department Raipur (Form TECH-3 of Section 3).

(c) (i) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(d) Concept design (indicating broad structural scheme of various components of the scheme with full justification for adopting any particular scheme and its affect on cost and time-period of construction, cost of construction and architectural form of various structural components like elevated corridor, foot over bridge, piers, superstructure, railings etc. may also be submitted along with the concept design).

(e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3).

(g) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(h) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

3.6 **Financial Proposal**:- The Financial proposal should be a Lump-sum proposal exclusive of service tax which will be separately reimbursed, and shall be prepared using the attached Forms specified in Section 4. The Financial proposal should be submitted clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

3.7 The Financial Proposal shall take into account all expenses associated with the assignment as specified in the Terms Of Reference and additional activities. These shall normally cover remuneration for all the Key Professionals, Support Professionals, Support Staff, accommodation, air fare/ train fare, communication costs, local transportation costs, equipment, printing of documents, surveys/ investigations, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

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 department 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 also during the construction as and when required by the Engineer-in-Charge in addition to the cost of making presentation before PWD Bridge Construction Circle Raipur or to any other body on behalf of PWD Bridge Construction Circle Raipur.

(Note :---- The quoted fee/financial proposal of this consultancy agreement will not be increased either due to cost overrun of the main project, extension of time or due to any reason whatsoever.)

Taxes

(a) The Financial Proposal shall take into account all the tax liabilities except service tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(b) Consultant shall express the price of their services in INR only.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Earnest Money, [Envelope I] Technical Proposal [Envelope II] and Financial Proposal [Envelope III]; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

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

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Earnest money Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, title of the project, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE". The Bridge Construction Circle Public Works Department Raipur shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the SUPERINTENDING ENGINEER Bridge Construction Circle Public Works Department Raipur no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 2.2. Any proposal received by The

SUPERINTENDING ENGINEER Bridge Construction Circle Public Works Department Raipur after the deadline for submission shall be returned unopened.

4.6 The SUPERINTENDING ENGINEER Bridge Construction Circle Public Works Department Raipur shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

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 what so ever

5. Proposal Evaluation

Presentation of Project

The Bidders/Consultant have to make a presentation of the technical proposal before the Technical Bid Evaluation Committee to be constituted by the competent authority to ascertain the adequate technical bids/proposals 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 Programme, implementation strategy, proposal to save time and cost, etc. The objective of presentation is to evaluate the bidder regarding their understanding and preparedness for the assignment and get clarifications, if any, as required by Engineer-in-Charge. During the evaluation of technical bid, maximum 40 marks have been assigned to be decided by Technical Bid Evaluation Committee after successful presentation by the bidder as mentioned in evaluation criteria below.

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Bridge Construction Circle Public Works Department Raipur on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal.

Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

5.2 Prior to evaluation of Proposals the Engineer in Chief PWD Sirpur Bhawan Raipur's appointed authority will determine whether each proposal is responsive to the requirements of the RFP. The Bridge Construction Circle Public Works Department Raipur may, at its sole

discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if;

a) The technical proposal is received in the form specified Section -3 of RFP.

b) It is received by the proposed due date including any extension thereof pursuant to Para 2.2 of ITC

c) It is signed, sealed. Bound together in hard cover and marked as stipulated in Para 4.4 of ITC.

d) It is accompanied by a valid Power of Attorney pursuant to para 4.2 of ITC.

e) It contains all the information (complete in all respect) as required in RFP.

f) It does not contain any condition.

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The points given to evaluation criteria are:

S.NO.	Parameter	Points
1.	**Specific experience** of the consultant relevant to the assignment. (Please refer chart below) **total 30 Max**. ***Specific experience of the consultants related to this assignment*** *Experience in relevant projects of similar nature (30).* *The details are:* *(i)* **Similar work of consultancy of at least one project of worth at least Rs. 7.50 Crore or two projects of each of worth at least Rs. 5.00 Crore**	30
	▪ Experience in detailed structural design of one Sky Walk for a minimum length of 2.00 km.	15
	▪ Experience in Design of grade separated interchanges and Rotaries	5
	▪ Road Over Bridge across Railway track	5
	▪ Aesthetic and functional Details of Sky Walk.	5

2.	***Adequacy of the proposed work plan and methodology in responding to the TOR (to be decided by Technical Bid Evaluation committee) (40 marks)*** *(a) Understanding of TOR &*Appreciation of Project **(5)** (b) General Approach & Methodology **(10)** (c) Concept Design and Cost Effectiveness **(10)** (i) Sky Walk **(5)** (ii) Design of Interchange/ ramp/loop **(5)** *(d)* Comments/ Suggestions on speed and ease of construction of the concept design to be proposed**(5)**	**40** 5 10 10 5 5 5

3.	Qualification and competence of the **key Personnel for the assignment –** General qualification **Total 3**0 **marks**			**30**
	Key Personnel	Educational Qualifications	Experience in Assignments	
1.	Sr. Bridge Engineer (Team Leader)	Graduate in Civil Engineering with min. 25 years Experience **Or** Post Graduate in Structural Engineering With min. 10 years Experience	• Experience as a team leader of Design Project of Sky Walk. (4) • Experience in detailed structural Design of portal frame/integral frame Min 15 Years (4) • Experience of Aesthetic Bridge design. (4) • Experience in design of interchange/junctions/rotaries (3)	15
2.	Sr. Traffic Engineer	Post Graduate in Transport Engineering With min. 15 years Experience	• Experience in Expressway/Highway traffic & Feasibility studies and min 10 Years. (2) • Experience in Traffic Network Analysis (3) • Experience of analysis and design of junctions; grade separated interchanges; rotaries etc. (2)	7

3.	Sr. Highway Engineer	Post Graduate in Highway Engineering With min. 15 years Or Exper./B.E. Civil With min. 20 years Experience	• Expressway / Highway Detailed Designs. with major Bridges/Sky Walk etc. (2) • Experience of detailed design of junctions; grade separated interchanges; rotaries etc. (2)	4
4.	Sr. Architect	Graduate in Architecture	• Appropriate Experience of in infrastructure projects, external works viz. landscaping lighting of Sky Walk/bridge projects. (2) • Experience in environment friendly design (2)	4

5.2 (a)	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications [*20%*] 2) Adequacy for the assignment [*65%*] 3) Experience in region and language [*15 %*] **Total weight: 100%**

*Similar work means consultancy services for Traffic study& Planning, preparation of GAD (General Arrangement drawing) Geometric Design Drawings, Detailed Drawings, Bill of Quantity, Structural Design / Issue of Good for Construction Drawings etc. of projects consisting of Elevated Road/ Sky Walk.

Only those Technical Proposals which score minimum 70% marks out of 100 marks in aggregate and 50% marks in each individual criteria shall be considered for financial evaluation in the second stage.

The evaluation committee will determine whether the financial proposals are complete 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 fulfill 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. The lowest financial proposal (FM) will be given a financial score of 100 points. The financial scores (SF) of other proposals will be computed as follows:

SF = 100 x FM/F
(F = amount of financial proposal under consideration)

5 . 3 Bridge Construction Circle Public Works Department Raipur shall not be required to provide any explanation or justification in respect of technical evaluation of proposal. The decision of evaluation committee will be final and will be binding on all prospective consultants.

5.4 After the technical evaluation is completed the Bridge Construction Circle Public Works Department Raipur shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP, that their Financial Proposals will be returned unopened after completing the selection process. The Bridge Construction Circle Public Works Department Raipur shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultant's attendance at the opening of Financial Proposals is optional.

Minimum score marks to be added.

5.5 **Public Opening and Evaluation of Financial Proposals** - Financial Proposals shall be opened publicly in the presence of the Consultant's representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.6 The Evaluation authority of Bridge Construction Circle Public Works Department Raipur will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. Under the Lump-Sum form of contract has been included in the RFP; no corrections are applied to the Financial Proposal in this respect.

5.7 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:
S = St x T + Sf x P.

COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS

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

S = ST x T + SF x 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.

The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations -

6.1 Negotiations will be carried out by the Chief Engineer PWD Bridge Zone Raipur & will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Chief Engineer PWD Bridge Zone Raipur proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

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.

6.2 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.

6.3 **Technical negotiations** - Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. Bridge Construction Circle Public Works Department Raipur and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Bridge Construction Circle Public Works Department Raipur to ensure satisfactory implementation of the assignment. Bridge Construction Circle Public Works Department Raipur shall prepare minutes of negotiations which will be signed by the Bridge Construction Circle Public Works Department Raipur and the Consultant.

6.4 **Availability of Professional staff/experts -** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Bridge Construction Circle Public Works Department Raipur expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Bridge Construction Circle Public Works Department Raipur will require assurances that the Professional staff will be actually available. Superintending Engineer Bridge Construction Circle Public Works Department Raipur will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution

unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

6.5 **Conclusion of the negotiations** -Negotiations will conclude with a review of the draft Contract. To complete negotiations the Superintending Engineer Bridge Construction Circle Public Works Department Raipur and the Consultant will initial the agreed Contract. If negotiations fail, the Bridge Construction Circle Public Works Department Raipur will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 After completing negotiations the Bridge Construction Circle Public Works Department Raipur shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, the Bridge Construction Circle Public Works Department Raipur shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet or such other date as may be mutually agreed.

7.3 If the Consultant fails to either sign the Agreement as specified in Clause 7.1 or commence the assignment as specified in Clause 7.2, the Authority may invite the Consultant whose proposal received the second highest score to negotiate a Contract. In such an event, the Bid Security of the first ranked Consultant shall be forfeited.

8. Confidentiality -

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bridge Construction Circle Public Works Department Raipur is antifraud and corruption provisions as indicated in clause 1.7.

9. PERFORMANCE GUARANTEE

i. The consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-

in-Charge at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-charge, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. in case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

ii. The Performance Guarantee shall be initially valid upto stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged 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 Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the Governor Of Chhattisgarh is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors agreement) in the event of :

(a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim full amount of the performance Guarantee.

(b) Failure by the consultant to pay the Governor Of Chhattisgarh any amount due, either as agreed by the consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Chhattisgarh.

10. **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.

11. The time period allowed for executing the work will be 15 months or upto completion of project which is later on and will be reckoned from the 22nd day of the issue of letter of acceptance of the offer.

12. The agency submitting the bids should have a proper office in Raipur city or nearest District Head Quarter with a team of technical staff for carrying out the work.

13. The consultant will get all the sub-consultants approved from the Engineer-in-charge before assigning any job to them.

14. During the consultancy period, under exceptional circumstances, change of member of the Consultant firm may be allowed with prior approval of Engineer-in-Charge subject to replacement of the member by equally competent person to the satisfaction of Engineer-in-Charge.

15. **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 indemnify insurance policy with a nationalized insurance company for total fee payable to him. A copy of the policy shall be deposited with the Engineer-in-Charge.

16. The duly filled offer documents shall not be deposited by post or courier service and all participating bidders shall submit the same by hand delivery in the office of the Superintending Engineer, PWD Bridge Construction Circle Raipur, at the following address:-

Superintending Engineer
PWD Bridge Construction Circle
Sirpur Bhawan Campus Raipur Chhattisgarh 492001

DATA SHEET

Paragraph Reference	
1.1	Method of selection: ***Quality and Cost Based Selection (QCBS)***
1.2	Financial Proposal to be submitted together with Earnest Money & Technical Proposal: ***Yes*** Name of the assignment is: **"Detailed Engineering & Project Management Consultancy Services For Construction of Sky Walk in Raipur Town at Shastri chowk, Raipur"**
1.3	A pre-proposal conference will be held: ***Yes*** Date: **…… at 15:00PM .** Address: **Meeting Hall, Chief Engineer P.W.D. Bridge Zone Raipur Chhattisgarh *Raipur – 492 001***
1.4	The **SUPERINTENDING ENGINEER P.W.D. BRIDGE CIRCLE RAIPUR** will provide the following inputs and facilities: ***Past study reports shall be made available as a reference documents.***
1.6.1 (a)	The **SUPERINTENDING ENGINEER P.W.D. BRIDGE CIRCLE RAIPUR** envisages the need for continuity for downstream work: ***No (Currently)***
1.14	Proposals must remain valid for 120 days after the submission date.
3.3 (a)	Short listed Consultants may associate with other short listed Consultants: ***Not Applicable***
3.3 (b)	The estimated number of Key professional man-months required for the assignment is: ***15 man-months.*** The supporting professional staff will be proportionately assessed by the Consultant to complete the assignment successfully.
3.4	The format of the Technical Proposal to be submitted is: ***Full Technical Proposal (FTP)***
3.4 (a)	Training is a specific component of this assignment: ***No***
3.5	Amounts payable by the PWD BRDIGES to the Consultant under the contract to be subject to local taxation: ***Yes*** If affirmative, the **SUPERINTENDING ENGINEER P.W.D. BRIDGE CIRCLE RAIPUR** will:
3.6	Consultant to state local cost in the national currency: ***Yes***

4.1	Consultant must submit one copy in Original, two true copies and a soft copy of the Technical Proposal. Financial Proposal must be in **Original copy only**.
4.2	The Proposal submission address is: ***Mr. C.H. Chandrakar*** **SUPERINTENDING ENGINEER** **P.W.D. BRIDGE CIRCLE RAIPUR** ***Raipur – 492 001*** ***Phone: +91-0771-2426515, Fax: +91-0771-2424360,*** **M. no. 96694-90474** ***e-mail: s e b r . r a i p u r @nic.in;*** Proposals must be submitted no later than the following date and time: **……. *by 15:00 hrs.***

S.NO.	Parameter	Points
5.1 (a)	**Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:** **Points** **Specific experience** of the consultant relevant to the assignment. (Please refer chart below) **total 30 Max**. ***Specific experience of the consultants related to this assignment*** *Experience in relevant projects of similar nature (30).* *The details are:* *(ii)* **Similar work of consultancy of at least one project of worth at least Rs.7.5 Crore or two projects of each of worth at least Rs. 5.00 Crore**	30
	▪ Experience in detailed structural design of one Sky Walk for a minimum length of 1.5 km. ▪ Aesthetic and functional Details of Sky Walk.	15 15

2.	***Adequacy of the proposed work plan and methodology in responding to the TOR (to be decided by Technical Bid Evaluation committee) (40 marks)***	**40**
	*(a) Understanding of TOR &*Appreciation of Project **(5)**	5
	(c) General Approach & Methodology **(10)**	10
	(c) Concept Design and Cost Effectiveness **(10)**	10
	(i) Sky Walk **(10)**	10
	(e) Comments/ Suggestions on speed and ease of construction of the concept design to be proposed**(5)**	5

3.	Qualification and competence of the **key Personnel for the assignment –** General qualification **Total 3**0 **marks**			**30**
	Key Personnel	Educational Qualifications	Experience in Assignments	
i	Sr. Bridge Engineer (Team Leader)	Graduate in Civil Engineering with min. 25 years Experience **Or** Post Graduate in Structural Engineering With min. 10 years Experience	• Experience as a team leader of Design Project of Sky Walk (4) • Experience in detailed structural Design of portal frame/integral frame Min 15 Years (4) • Experience of Aesthetic Bridge design. (4) • Experience in design of interchange/junctions/rotaries (3)	15
ii	Sr. Traffic Engineer	Post Graduate in Transport Engineering With min. 15 years Experience	• Experience in Expressway/Highway traffic & Feasibility studies and min 10 Years. (2) • Experience in Traffic Network Analysis (3) • Experience of analysis and design of junctions; grade separated interchanges; rotaries etc. (2)	7

iii	Sr. Highway Engineer	Post Graduate in Highway Engineering With min. 15 years Or Exper./B.E. Civil With min. 20 years Experience	• Expressway / Highway Detailed Designs. with Sky Walk etc. (2) • Experience of detailed design of junctions; grade separated interchanges; rotaries etc. (2)	4
iv	Sr. Architect	Graduate in Architecture	• Appropriate Experience of in infrastructure projects, external works viz. landscaping lighting of Sky Walk (2) • Experience in environment friendly design (2)	4
v	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: 1)General qualifications [*20%*] 2)Adequacy for the assignment [*65%*] 3)Experience in region and language [*15 %*] **Total weight: 100%**			

	Total points for the above three criteria: **100 Points** The minimum technical score (St) required to pass is: **<u>70</u> Points**
5.1 (b)	NA
5.2	The single currency for price conversions is: ***Indian Rupees***
5.3	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 0.8 and F = 0.2

6	Expected date and address for contract negotiations: Date: **……..** Address: **SUPERINTENDING ENGINEER P.W.D. BRIDGE CIRCLE RAIPUR ,** ***Raipur – 492001*** ***Phone: +91-0771-2426515, Fax: +91-0771-2424360,*** **M. no. 96694-90474** ***e-mail: s e b r . r a i p u r @nic.in;***
7	Expected date for commencement of consulting services Date: **……** At: ***Raipur***

TERMS OF REFERENCE

Background :---- .Government of Chhattishgarh Public Work Department and Municipal corporation Raipur have developed various arterial roads in Raipur city. The objective of engaging a consultant for the Techno–economic feasibility study including Pedestrian traffic survey, traffic network study Planning of Elevated corridor/ Sky Walk and is to have a aesthetically pleasing, technically sound, durable and economically viable , sleek steel/ concrete/composite structure proposal for Elevated road/ Sky Walk.

The complete consultancy project envisaged here is time bound and is to be completed in three stages.

Stage I : Pre-tender stage,
Stage II : Tender stage and
Stage III : Post-tender stage as per the time schedule furnished under clause no. 5.0 (i to v)
The important aspects of the Request for Proposal (RFP) document regarding design and specifications are as follows:

1. Broad Scope of Work

2.1 The details of total length of the scope of this agreement are as detailed below:-

Sl No.	Description	Length/Qty.
A. STRETCH-1 : Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur		
1.	Total length of stretch under the scope	2000m

The copy of drawings of the layout Plan of the scheme approved by C.G. PWD is enclosed with this document.

The consultant has to carry out all activities as mentioned in this Terms of Reference, as mentioned above i.e. A separately including Traffic survey, Techno-Economic feasibility, Pedestrian traffic network analysis Preparation of scheme, Preparation of General Arrangement Drawing for Structure, Utility Identification, Soil Investigation, all Good for construction drawings, Preparation of Bill of Quantity (BOQ) etc.

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

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

i. Structural design of foundations, substructure, superstructure, Sky Walk, i/c drainage (as per approved plan of C.G. PWD) 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 Engineer-in-Charge.

ii. Design of pavement.

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

b) 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. It will be sole responsibility of consultant to explain and satisfy proof check consultant and get it approved with reasonable time.

c) Good for construction drawing for entire corridor showing pavement / footpath / road /elevated corridor / Sky Walk, etc. as per general layout plan approved by C.G. PWD.

1. **Stage 1 : Pre-tender stage (Techno – Economic feasibility study) :**----- Following works are included in this stage :-

1 Carryout Topography Survey, Geotechnical surveys, Utility investigation and Traffic survey for the junction and Pedestrian traffic network study and analysis of the surrounding area. Traffic survey should cover all the approaching junctions and influencing network as per clause 5.6and 5.7 of IRC SP – 90 – 2010. Estimate the traffic in the project area for the period upto 2040 via-a-vis the expected Land Use and Development.

2. Develop Sky Walk/ Elevated corridor/Sky Walk loop to connect level street to Sky Walk at important junctions. improvement options considering the various medium term and long term projects under consideration for the area in specific. Consultants shall prepare preliminary cost estimates for the considered alternatives including appropriate construction methodology. The options shall be presented to Expert/Technical Advisory committee for Project may suggest necessary refinements if any before selection of the preferred alternative;

3. Develop alternate junction improvement options considering the various medium term and long term projects under consideration for the area in specific. Consultants shall prepare preliminary cost estimates for the considered alternatives including appropriate construction methodology. The options shall be presented to PWD BRDIGES. Expert/Technical Advisory committee may suggest necessary refinements if any before selection of the preferred alternative;
4. Consultant specifically examines the Utilities, Structures, Trees and encroachment existing in project area and required shifting for implementing the preferred alternative. Consultants shall obtain the remarks of the utility agencies for the same. Consultant shall prepare a plan, Programme, cost estimate for removal, shifting or relocation of Utility service s, structure, and removal of encroachment , and cutting of trees.
5. Consultant shall prepare a plan and programme of acquisition Land and structures within Project Area and broadly divided into.

    a) Government owned; land unencumbered;
    b) Privately owned land unencumbered;
    c) Land in open setback owned by the Government or private falling within Project Area
    d) Built up setback to be acquired for Project Area.
    e) Consultant shall set the ROW/Project Area on ground as per the approved final alignment and get it verified from concern authority before preparing the LA plan.
6. Environmental related assessment and documentation necessary for clearances from statutory authorities.
7. Consultants using the Global positioning system shall prepare detailed topographic plan and shall establish Permanent Control points and Bench Mark The data collected through preliminary survey will form the basis for of the road. Finalise project Land/Right of Way required for the preferred alternative, finalize centre line of alignment and prepare Land Acquisition and Social Impact Assessment surveys. All the topographic, land and R&R surveys shall cover 50.0 m. Beyond ROW.
8. Consultant shall a **comprehensive scheme** showing the general layout plan of various components of the scheme including elevated road/Sky Walk, , surface level junction improvement Plan, Signage, Road Marking, central verge and adjoining roads etc. at proposed location in Various stretches i.e.

(1) Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur

The details of the structures, layout drawings and cross sections are shown in general layout plan approved by C.G. PWD.

(ii) CBR test for pavement design if any.

(iii) Conducting **soil investigation** at the site: The location and no. of bore holes will be decided by the consultant in consultation with the Engineer in Charge. The subsoil investigation will be required to be carried out **through a firm of repute**. Consultant will get the report vetted from the Proof Consultant. The technical Proposal shall indicate the name of the agency to be engaged for subsoil investigation. Subsoil investigation will include :

(a) Boring will be done with shell and auger equipment in sand, silt, clay, gravel and all soils to a depth of 15 m from the ground level.

(b) Conducting standard penetration tests at 1.5m intervals or at every identifiable change of strata, whichever is met earlier.

(c) Collection of undisturbed soil samples at every identifiable change of strata, or as required using straight edged open end sampling tubes / piston samples.

(d) Conducting laboratory tests on soil samples to decide necessary shear strength parameters of soil as well as compression index and coefficient of consolidation. These tests include natural moisture content, bulk and dry density, liquid and plastic limits, particle size distribution, and specific gravity, unconfined compression tests, tri-axial shear tests and consolidation tests on specimen from collected undisturbed soil samples and particle size distribution, liquid limit, plastic limit etc. on specimen from collected disturbed soil samples.

(e) Conducting chemical analysis of subsoil water samples for evaluation of pH value, sulphate content, calcium content, chloride content and total dissolved solids in water for each borehole.

(f) Preparation and submission of soil investigation Report (6 hard copies in bound form and three soft copies in Compact disc format) giving complete and comprehensive record of field and laboratory investigations and interpretation of test results to determine necessary recommendations for design of foundations for various components of Sky Walk etc.

(iv) (a) Field investigation in rock: - The field investigation shall include drilling with heavy duty rotary type drilling machine, NX size casing and double diamond tipped core barrels in bore-holes where rock is encountered including hard rock up to the depth of 4m below rock level including refilling, sealing and re-instating surface and disposing off surplus material.

(b) Laboratory Tests for Rocky Strata: - All tests shall be conducted in an approved, fully equipped laboratory capable of carrying out the various tests contemplated under the contract. The Engineer-in-Charge or his representatives shall have free access to the same for inspection of any test, during the contract period.

(c) Laboratory test on rock samples: - The main tests in the laboratory shall include the determination of Core Recovery, RQD and Unconfined

Compression test / point load strength index tests on rock samples. The item also includes preserving and maintaining rock core samples in approved core boxes for a period of at least 24 months after approval of the soil investigation report for inspection by Engineer-in-Charge or his representative.

(d) The report shall also include:-
Recommendation for foundations in rock:

1. Rocky strata RQD and core recovery of rock at various levels.
2. Result of unconfined compression strength tests and/or Point Load Strength Index.
3. Estimation of spacing of joints, condition of joints, and, strike and dip orientation.
4. Rate of penetration for each drill run.
5. Plotting of a compiled subsurface profile in depth, or deciding the type of foundation and to access the excavation difficulties in reaching the required levels.

(v) In addition to the soil investigation done by the agency, the consultant will also analyze the pile test data and recommend safe carrying capacity of the piles for approval by department.

The scope of work also includes:-

(vi) Working out architectural form for various components like elevated roads, Sky Walk etc. and getting it approved from Proof Consultant / competent authorities. This also includes the preparation of the working drawings for the same.

(vii) Working out the various traffic signage requirement as per IRC specifications and submit the detailed drawings as per IRC specifications and also submit the Bill of quantities separately.

(viii) Working out detailed electrical requirements in consultation with electrical consultant. The electrical requirement will include complete cabling scheme, lighting arrangement including that for the Sky Walk, generators, electric substation 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 Engineer-in-Charge.

(ix) Working out Design Alternatives for the conceptual design including that for the Sky Walk. The Design Alternatives shall give alternative layouts and designs for the foundation system, substructures, superstructure and architecture including sequence of construction activities at the proposed locations in Various stretches i.e.

(1) **Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur**

Each design alternative including that for the Sky Walk shall be presented in sufficient detail including the sequence of construction activities to clearly define the proposed design alternative including:

a) A description of the difference between the conceptual design and the proposed design alternative and the comparative advantages and disadvantages of each including that for the Sky Walk. Clearly illustrated sketches, drawings, diagrams, calculations, published reports or other means that allow evaluation shall accompany the written description clearly illustrated 3D models of alternative design proposals for Sky Walk with walk through simulation will be prepared and presented.
b) A detailed estimate of the amount of savings in construction cost.
c) If the design alternative including that for the Sky Walk is approved by the Expert/ Technical Advisory committee, all further work of detailed design, drawings etc. will be done as per the approved alternative without any extra cost.
d) A scale model [complete Sky Walk in 1:250 scale and part of Sky Walk showing detailed design in 1:100 scale] for the approved design of the Sky Walk shall be prepared and submitted within 30 days of approval of the design alternative. The scale model and architectural design drawings of the Sky Walk shall be got approved by the Engineer-in-Charge / any other public authority as required by the Engineer-in-charge.

All costs associates with this shall be included in the quoted rates and will be borne by the consultant and nothing extra shall be paid on this account.

(x) Finalising the concept Design Philosophy and to work out the structural system including foundations for various components of the scheme. The system should suitably account for the utilities encountered in the alignment of the structures and their shifting if required. The design and details of supporting arrangements for utilities, if required shall also be furnished by the Consultant.

(xi) Preparation of general arrangement drawings executable at site for elevated roads, Sky Walk, Cycle Track, Drainage, Signage, Road Marking, Green Belt, Central Verge etc. and detailed structural designs, drawings, construction drawings for elevated roads, Sky Walk, including its components and sub-components such as foundation system, sub-structures, and arrangements, super-structures, bearing system, surface level roads, footpaths, service roads and other ancillary & related structures including the detailed design and drawings for complete drainage scheme, fixing arrangement for light fittings.

Before the general arrangement drawings are finalised, 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. In order to ensure the accuracy of the general arrangement drawings, Consultant may conduct topographic survey, if required, along the alignment of complete corridor in Various stretches i.e.

(1) **Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur**

Detailed Engineering Design and Drawings/Tender Drawings; with 30 % detailing and good for tendering purpose. He will make the Design Basis Report (DBR) for this purpose.

Structural Design: The Consultant will complete 30% structural detailing and write the criteria for detailed structural designs.
Aesthetic Design: The Consultant will complete 30% detailing and write the aesthetic criteria for further detailing.
Durability Design: The consultant will define the durability criteria for the project.
Construction method: The consultant will suggest a construction sequence and define the criteria for selection of construction method.

(xii) Finalisation of the tender drawings, work out the bill of quantities, frame the Detailed Estimate. Consultant shall prepare draft bid document in consultation with Expert/ Technical Advisory committee. The conditions of contract in the tender/bid document will be on the lines of FIDIC (Federation International des Ingenieurs Conseil model document used by PWD for item rate, applicable to all ADB works. These should also include

1. Standard Bid Document
2. Detailed Technical Specifications
3. Design and geometric design
4. Aesthetic design criteria
5. Durability Design criteria
6. Quality control and Quality Assurance manual
7. Safety Health and Environment Manual

Selection of equipment, detailed Planning/ scheduling of various construction activities and maintenance plan.

(xiii) Preparation of suitable scheme for traffic diversion during construction to ensure smooth traffic flow during construction keeping in view the construction activities of Other Government agency also, if any. Required NOC would be obtained from the same or other bodies in this regard as required.

Although General Arrangement Drawing has been finalised and approved in C.G. PWD, but consultant should may also suggest the alternatives to save the adjoining structure from the demolishing, if required. Required NOC would be obtained from the other bodies in this regard, as required.

9. Project Funding, Economic Analysis and Sensitivity Analysis;

The consultants in close liaison with Superintending Engineer shall finalise the Techno Economic Feasibility Report.

Stage 2 : Tendering stage : This stage includes the, following works :

(1) Making a presentation of the scheme during the pre-bid meeting. The presentation will be showing the Pedestrian traffic movements in all the directions of the proposed scheme, proposed sequence of construction and proposed traffic diversion scheme. The presentation will also show the structural arrangement already finalised by the PWD or any other authority, if planned on these stretches i.e. on corridor in Various stretches i.e.

(1) Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur

(2) During pre-bid meeting, the bidders' views will be sought on various aspects of project implementation. The Consultant will offer advice and assistance to PWD Bridge Construction Circle Raipur in providing necessary clarifications etc. on the proceedings of pre-bid meeting. Views, comments and suggestions of bidders as recorded in the pre-bid conference shall be evaluated by the Consultant and put up with his recommendations to the PWD Bridge Construction Circle Raipur with respect to technical and financial requirements.

(3) The consultant shall assist PWD Bridge Construction Circle Raipur in the negotiation with the preferred bidder and finalization of the same.

Stage 3 : Post - Tendering 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 temporary works 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 PWD Bridge Construction Circle Raipur in periodical meetings to review progress achieved with respect to the approved Programme.

6.0 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 PWD Bridge Construction Circle Raipur and other Departments as directed by PWD Bridge Construction Circle Raipur 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 the department. 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 Engineer-in-Charge, the system of prestressing as and when necessary. He shall give the details of prestressing, 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 prestressing at the construction stage.

(iii) The consultant shall indicate the system and type of bearings 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 vetted 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 at a later date 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 shall be submitted. The drawings **"Good for construction"** shall be submitted in additional 6 (Six) sets and their soft copies. The lump sum cost of the consultancy shall be inclusive of all these sets.

(v) In case more detailed drawings / design calculations are required by the department, 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 Engineer-in-charge and his decision shall be final and binding on the consultant. An amount of Rs 100/- per A2 size drawing will be paid by Engineer-in-Charge for supply of drawings by consultant beyond 6 sets.

(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 PWD Bridge Construction Circle Raipur for approval.

(vii) The consultant will assist in preparing workshop drawings and Drawings as and when required at no extra cost. He will also approve the workshop drawing and Drawings submitted by the executing agency.

(viii) During construction period, traffic will continue in all directions at the intersection as being allowed at present. Only local diversion of traffic shall be allowed during construction. The consultant has to carry out the design work keeping in view the traffic constraints, limitations of space available and other features existing in the surrounding areas and the difficulties involved in shifting of existing services.

(ix) 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 Engineer-in-charge. Consultant shall submit one soft copy in CD's of all the final approved drawings.

(x) 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 and to be included in the tender documents. The technology should be available in India and time tested for its efficiency and adequacy.

(xi) 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.

(xii) 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 Engineer-in-Charge.

7. Time for completion & payment schedule

7.1 Total time of completion of the consultancy is till the completion of the project. However, the time period for the services to be rendered during stage 1 and 2 i.e. excluding the services to be rendered during the construction stage will be limited to the details in para 7.2. The time period will be reckoned from the 22nd day from the date of the letter of acceptance (Letter of Intent) of offer for 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.

7.2 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 15 MONTHS OR UP TO COMPLETION OF THE PROJECT (WHICHEVER IS LATER).** The time frame indicated below is from the 15th 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.

S. No.	Activity	Time frame from Date Of Start	Admissible payment (% of total fee)
1.	Inception Report	15 days	5%
2.	Report on survey and alignment options	30 days	5%
3.	Draft Detailed Techno-Economic Feasibility Study Report	45 days	10%
4.	Final Detailed Techno-Economic Feasibility Study Report + Executive Summary		
5.	Submission of the design alternatives for the conceptual design including that for the Sky Walk i/c cost savings in required detail and Submission of the final concept, Design Philosophy and the structural system including foundations for various components of the scheme	60 days	5%
6.	Submission of the detailed design/drawings of foundation and preliminary design of super-structure and tender drawings of all components covered in the scheme. Foundation Substructure including Piers and Bearings Piers and bearings Superstructure and expansion joints All remaining drawings including ramps	90 days	10%
7.	Submission of the detailed design/drawings of foundation and preliminary design of super-structure and tender drawings of all components covered in the scheme after Proof Checking. Foundation Substructure including Piers and Bearings Piers and bearings Superstructure and expansion joints All remaining drawings including Underpass, ramps and loop.	120days	10%

8.	Submission of the Bill of Quantities, Specifications, Analysis of Rates and suitable scheme for traffic diversion during construction to ensure smooth traffic flow during construction along with method of construction, sequence of construction activities, method statements for critical activities and salient technological features.	135 days	15%
9.	Making a presentation of the scheme during the Pre-bid meeting and assistance during the Pre-bid meeting and award of the work	After call of tender	5 %
10.	Issue of good for construction drawings after duly proof checking	150-180 days	15%
11.	During construction stage and after approval of as built drawings.	09 months or till completion of project whichever is later	20% (10% amount shall be released after 50% completion of civil work and remaining 10% shall be released after completion of the project.

No detailed time frame has been given for the works covered under the Post tender stage. However, services will be rendered as and when required during the construction period as per actual basis.

Note: The consultant should take not more than 3 days to correct 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 PWD Bridge Construction Circle Raipur.

7.3 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 Engineer-in-charge will be final and binding in this regard.

DRAFT CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

_____

[Name of the Client]

_____

[Name of the Consultant]

Dated:

I. Form of Contract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name* of Consultant*]* (hereinafter called the "Consultant").

[***Note**: If the Consultant consists of more than one entity, the above should be partially amended to read as follows:* "… (hereinafter called the "Client") and, on the other hand, a joint venture/consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract;

   (b) The Special Conditions of Contract;

   (c) The following Appendices:
   Tech – 1 : Technical Proposal Submission Form
   Tech – 2 : Consultant's Organization and Experience
   Tech – 3 : Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities
   Tech -4 : Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for Performing the Assignment
   Tech-5 : Team Composition and Task Assignments
   Tech-6 : Curriculum Vitae (CV) for Proposed Professional Staff
   Tech- 7 : Staffing Schedule
   Tech -8 : Work Schedule/ Activity Schedule
   FIN – 1 : Financial Proposal Submission Forms
   FIN -2 : Summary of Costs
   FIN -3 : Breakdown of Staff-Month Cost (All inclusive)

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client] [Authorized Representative]*

_____

For and on behalf of *[Name of Consultant]*

_____

[Authorized Representative]

[***Note**: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Consultant

[Name of member]

_____

[Authorized Representative] [Name of member]

_____

[Authorized Representative]

CONTRACT CONDITIONS

1. General Provisions:

1.1 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) **"Client**" means the Raipur Urban Administration Development Department (PWD BRDIGES)

(c) **"Consultant**" means any private or public entity that will provide the Services to the Client under the Contract.

(d) **"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.

(e) "**Contract Price**" means the price to be paid for the performance of the Services, in accordance with Clause (Terms of References)

(f) **"Effective Date"** means the date on which this contract comes into force and effect.

(g) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(h) **"Local Currency"** means the Indian Rupees.

(i) **Proof Consultant"** - "Proof Consultant" shall mean a person/firm/company/ Institute appointed by the department/ Employer for undertaking independent proof checking of designs of this scheme to be prepared by the Consultant.

(j) **"Government"** means the Government of Chhattisgarh.

(k) **"Personnel"** means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part there of.

(l) "**Party"** means the client or the Consultant, as the case may be and parties mean both of them.

(m) "**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 sub contract any part of the service in accordance with the provisions of Contract Condition no. 3.6.

(n) "**Third Party"** means any person or entity other than the Government, the Client, the Consultant or sub Consultant.

(o) **"Employer"** means -"Government of Chhattisgarh PUBLIC WORKS DEPARTMENT"; represented by the Superintending Engineer, PWD Bridge Construction Circle Sirpur Bhawan Campus Civil Lines Raipur Chhattisgarh 492001

(p) **"Technical Proposal"** means the technical proposal submitted by the Consultant

(q) **"Chief Engineer"** means the Chief Engineer, PWD Bridge Zone Civil Lines Raipur Chhattisgarh.

(r) **"Project Manager"** means the Executive Engineer PWD Bridge Construction Division Sirpur Bhawan Campus Civil Lines Raipur Chhattisgarh 492001

(s) **"Superintending Engineer"** means the Superintending Engineer, PWD Bridge Construction Circle Sirpur Bhawan Campus Civil Lines Raipur Chhattisgarh 492001.

(t) **"Engineer-in-charge"** means Executive Engineer PWD Bridge Construction Division Sirpur Bhawan Campus Raipur Chhattisgarh 492001.

(u) **"PWD Bridge Construction Circle Raipur"** means Superintending Engineer Bridge construction circle Public Works Department Raipur, Govt. of Chhattisgarh.

1.2 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 PWD Bridge Construction Circle Raipur 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.

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised 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 :

Superintending Engineer,
PWD Bridge Construction Circle
Sirpur Bhawan Campus
Raipur Chhattisgarh 492001

For the Consultant	:	_____
Address	:	_____
Attention	:	_____
Telephone No.	:	
Mobile Phone No.		
Facsimile	:	_____
E-mail	:	_____

(Note: Fill in the Blanks)

1.6.2 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.

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

1.7 Authorised Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the PWD Bridge Construction Circle Raipur or the Consultant may be taken or executed by the officials specified below.

For PWD Bridge Construction Circle Raipur : Assistant Engineer & Junior Engineer of PWD Bridge Construction Circle Raipur or any other person nominated by the Engineer-In-Charge

For the Consultant : ……..
……..

(Note: Fill in the Blanks)

1.8 Taxes and Duties :------ Unless otherwise specified in contract, the Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption - If the Client determines that the Consultant and/or its Personnel, sub- contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract,

and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub- Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.10 Definitions -

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

(i) **"corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[6];

(iii) **"collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[7];

(iv) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[8];

(v) **"obstructive practice"** is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This contract shall come into force and effect from the 15th day from the date of the letter of acceptance of the offer for consultancy services.

2.2 Commencement of services

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

2.3 Expiration of contract

Unless terminated earlier pursuant to condition no. 2.8 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 period after the effective date or the extended period, if required .

2.4 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.

2.5 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.

2.6 Force Majeure

2.6.1 Definition

a) For the purposes of this contract, “Force Majeure" means an event which is beyond the reasonable control of a party and which makes 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] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to 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.

2.6.3 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 fulfill 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 ten (10) 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.

2.6.4 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 as a result of Force Majeure.

2.6.5 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.

2.7 Suspension

The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the issue of such notice of suspension.

2.8 Termination of Contract

The Engineer-in-Charge may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (f) 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. 2.8), 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.2.7 herein above, within fifteen (15) day of issue of such notice of suspension or within such further period as the Engineer-in-Charge 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 as a result of arbitration proceedings pursuant to condition no. 8 hereof;

(d) If the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the PWD Bridge Construction Circle Raipur and which the consultant know 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 fifteen (15) days or

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

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon Expiration of this Contract to Contract Condition no. 2.3 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. 3.3 hereof;

(iii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 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. 3.8 hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may, be due from the Consultant to the PWD Bridge Construction Circle Raipur):

(i) Remuneration pursuant to Contract Condition no. 6 hereof for Services satisfactorily performed prior to the effective date of termination

(ii) Reimbursable expenditures pursuant to Contract Condition no.6 hereof for expenditures actually incurred prior to the effective date of termination; and

(iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 2.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.8.4 Disputes about Events of Termination

If the consultant disputes whether as event specified in paragraphs (a) through (e) of Contract Condition no. 2.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the Engineer-in-Charge, refer the matter to arbitration pursuant to Contract Condition no. 8 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 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 PWD Bridge Construction Circle Raipur, and shall at all times support and safeguard the PWD Bridge Construction Circle Raipur's legitimate interests in any dealings with sub-Consultant or third parties.

3.1.2 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 Engineer-in-Charge shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultant and Affiliates not to engage in certain Activities

The consultant agree 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 and any entity affiliated with such 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.

3.3 Confidentiality

The consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within five (5) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the PWD Bridge Construction Circle Raipur's business or operations without the prior written consent of the Engineer-in-Charge.

3.4 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 PWD Bridge Construction Circle Raipur', shall not be liable to the PWD Bridge Construction Circle Raipur:

(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.

3.5 Insurance to be taken by the consultant

The consultant

(i) 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 Engineer-in-Charge, insurance against the risks, and for the coverage's, as specified below:-

(a) Professional liability insurance, with a adequate coverage equal to remuneration estimated as required under No. 3.4 (A).

(ii) and deposit a copy of the policy with the Engineer-in-Charge 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.

3.6 Consultant's Actions requiring PWD Bridge Construction Circle Raipur's prior Approval

The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into 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 Engineer-in-Charge 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.

3.7 Reporting Obligations

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

3.8 Documents prepared by the Consultant to be the property of the PWD Bridge Construction Circle Raipur,

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 PWD Bridge Construction Circle Raipur, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Engineer-in-Charge, 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 Engineer-in-Charge.

4. Consultant’s Personnel

4.1 General

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

4.2 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 Engineer-in-Charge, his/her name is listed as well.

(b) If required to comply with the provisions of Contract Condition No. 3.1.1 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 Engineer-in-Charge 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. 6.2 (b) of this contract. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.

(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. 6.2 (b) of this contract.

4.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within ten (10) 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 Engineer-in-Charge.

4.4 Removal and/or Replacement of Personnel

(a) Except as the Engineer-in-Charge 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.

(b) If the Engineer-in-Charge (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 Engineer-in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

5. Obligations of the Engineer-in-Charge

5.1 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, and corresponding adjustments shall be made to the ceiling amounts specified in Contract Condition No. 6.2 (b).

5.2 Payment

In consideration of the services performed by the Consultant under this Contract, the PWD Bridge Construction Circle Raipur/Engineer In Charge shall make to the Consultant such payments and in such manner as is provided by the Contract Condition No. 6 of this Contract.

6. Payments to the consultant

6.1 Currency of Payment

All payments shall be made in Indian Rupees.

6.2 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 Engineer-in-Charge, in duplicate, of the amounts payable pursuant to Contract Conditions.

(b) The Engineer-in-Charge 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 authorised to be incurred by the consultant, the Engineer-in-Charge 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 Engineer-in-Charge/ Employer. 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 Engineer-in-Charge 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 thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Engineer-in-Charge has paid or caused to be paid in accordance with this Condition in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Engineer-in-Charge within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Engineer-in-Charge for reimbursement must be made within twelve (12) calendar months after receipt by the Engineer-in-Charge of a final report and a final statement approved by the him in accordance with the above.

7. Fairness and Good Faith

7.1 Good Faith

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

7.2. Security Deposit

An amount equivalent to 2.50% of the gross amount of each running bill of the consultant till the sum will amount to security deposit of 2.50% of total tendered amount (agreed fee) will be deducted and held by Government by way of Security Deposit, unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any Indian nationalized bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnish additional security to the government to make good the deficit.

Security deposit shall be retained for accuracy of design and quantities submitted and the same will be released after completion of Civil Construction works. However before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

7.3 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 at a later date of implementation of the project.

7.4. Compensation

7.4.1. 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 +/- 10% of the estimated cost put to tender. It is also a term of the agreement that quantity of individual item on completion of work should not deviate by more than +/- 30% (+/- 50% for foundation item) of the quantity worked out by the consultant in the Bill of Quantity (BOQ). If the overall deviation due to default / wrong estimate of the consultant is more than +/- 10% or deviation of any individual item is more than +/- 30% (+/- 50% for foundation item), 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 5% of the total fee payable to the consultant. However the deviations which have

been authorized by Engineer-in-charge due to genuine reasons shall not be considered as deviation for above purpose of levy of compensation. The decision of Superintending Engineer whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-charge shall be final and binding on the consultant.

Note:- Foundation mean items up to top of open footing / top of Pile Cap / Top of top plug of well cap / top of Raft for bridge work and top of sub base (up to top level of GSB in case of road work), as defined in IRC Guidelines for structural components. PCC (lean concrete) below road work/ cycle track concrete will be termed as foundation. All items of footpath and drainage will be covered in super structure items.

(b) The Bill of Quantity (BOQ) prepared by the consultant for call of tender 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 Engineer-in-charge to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 0.50% of cost of such missing items shall be levied on the consultant. The maximum compensation payable on this account will be 5% of the total fee payable to the consultant. The decision of Executive Engineer/ Superintending Engineer whether the missing items are due to default of the consultant or due to genuine reason on account of authorized extra work by Engineer-in-charge shall be final and binding on the consultant.

7.4.2 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 subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of Superintending Engineer 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 Engineer-in-Charge 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.

7.4.3 The compensation leviable on consultant in different clauses mentioned herein above/below are leviable independently.

7.5 ACTION FOR DEFICIENCY IN SERVICES

7.5.1 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.

7.5.2 Warning / Debarring

In addition to the Compensation as mentioned in para 7.4, 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 PWD.

8. Effect of change in the scope of the work on consultancy fee

The details of total length of different stretches and other structures under the scope of this agreement are as detailed below:-

Sl No.	Description	Length/Qty.
A. STRETCH-1 : Construction of Sky Walk in Raipur Town at Shastri Chowk, Raipur		
1.	Total length of stretch under the scope	2000m

The copy drawings of scheme approved by C.G. PWD is enclosed with this document.

No extra payment shall be made if total addition / alteration results in increase in length 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 Superintending Engineer 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:-

The structures of the extra length of corridor beyond 15% permissible variation shall be identified and their lengths shall be factored by under mentioned multiplying factors to arrive at the factored length of additional work to calculate the extra cost payable 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.

Type of structure	Multiplying Factor
Sky Walk	0.10
Elevated road/Sky Walk length (Non- repetitive)	1.00
Elevated road/Sky Walk length (Repetitive)	0.50

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 Superintending Engineer judiciously and it shall be final and binding.

9. SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending Engineer, the consultant may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of consultant's appeal.
If the consultant is dissatisfied with the decision of the chief Engineer, the consultant may within 30 days from receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal. The constitution of the Dispute Redressal Committee (DRC) is as follows:-

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC.
A. <u>DRC for total claims more than Rs. 25 Lacs:</u> 1. Chairman - Chief Engineer, PWD Bridge Zone, Raipur 2. Member - Superintending, PWD Bridge Construction Circle, Raipur 3. Member - Superintending, PWD	Engineer In Chief Public works Department Sirpur Bhawan Campus Raipur (C.G.)

Bridge Construction Circle, Raigarh, 4. Member- Executive Engineer, PWD Bridge Construction Division, Raipur, 5. Member- Executive Engineer, PWD Bridge Construction Division, Rajnandgaon, (Only to present the case).	
B. <u>DRC for total claims up to Rs. 25 Lacs:</u> 1. Chairman - Superintending Engineer, PWD Bridge Construction Circle Raipur, 2. Member- Executive Engineer, PWD Bridge Construction Division Raipur, 3. Member- Executive Engineer, PWD Bridge Construction Division Rajnandgaon, 4. Member- Executive Engineer, PWD Bridge Construction Division Jagdalpur. (Only to present the case).	Chief Engineer Public works Department Bridge Zone, Sirpur Bhawan Campus Raipur (C.G.)

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix-IV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, PWD, in charge of the work or if there be no Chief Engineer, the Engineer in Chief, PWD or if there be no Engineer in Chief, PWD then the Principal secretary, PWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal. It is also a term of this

contract that no person, other than a person appointed by such Chief Engineer PWD or Engineer in Chief, or Principal Secretary, PWD, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

10. Foreclosure

10.1 The PWD Bridge Construction Circle Raipur 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.

10.2 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 Engineer-in-Charge.

10.3 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.

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We [*Insert a list with full name and address of each Consortia/ Joint Venture members*] are submitting our Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ___
Name and Title of Signatory: ___
Name of Firm: _____
Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.*]

B - Consultant's Experience (During last 15 years)

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

Assignment name:	Approx. value of the contract (in current US$ or INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US$ or Euro):
Start date (month/year): Completion date (month/year):	N^{o} of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _

Proof of Consultant's Experience in the form of attested copies (not less than the rank of Executive Engineer/ Transportation Planner) of the Certificates issued by the Client or Contract Agreement need to be submitted.

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the **SUPERINTENDING ENGINEERPWD BRDIGE CIRCLE, RAIPUR** according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan / Activity Schedule for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following five chapters:

a) Understanding of Scope of Services;
b) Approach;
c) Methodology;
d) Work Plan/ Activity Schedule; and
e) Organization & Staffing and Staffing Schedule

a) Understanding of Scope of Services. In this chapter you should explain your understanding of the objectives of the assignment and scope of services.

b) Approach. In this chapter you should explain your approach to the services for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

c) Methodology. In this chapter you should explain your Methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

d) *Concept design (indicating broad structural scheme of various components of the scheme with full justification for adopting any particular scheme and its affect on cost and time-period of construction, cost of construction and architectural form of various structural components like elevated corridor, Sky Walk, piers, superstructure, railings etc. may also be submitted along with the concept design).*

e) Work Plan/Activity Schedule. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-8.

f) Organization & Staffing and Staffing Schedule. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Present the manning schedule for Key Personnel and Support Personnel as per the understanding on the scope of services, approach and methodology. The Staffing Schedule should be consistent with the Staffing Schedule of Form TECH-7.

Form TECH-5: Team Composition and Task Assignments

Key Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
Supporting Staff				

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

- **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
- **Name of Firm** [*Insert name of firm proposing the staff*]: _____
- **Name of Staff** [*Insert full name*]: _____
- **Date of Birth**: _____ **Nationality**: _____
- **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
- **Membership of Professional Associations**: _____
- **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
- **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____
- **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
- **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: To [*Year*]: _____ Employer: _____ Positions held: _____

11. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date:_____

_

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative:_____

Form TECH-7 : Staffing Schedule[1]

No.	Name of Staff	**Staff input in moth (in the from of a bar chart)[2]**													Total staff-month input
		1	2	3	4	5	6	7	8	9	10	11	12	n	
Key Professionals															
1															
2															
.															
N															
											Subtotal				
Support															
1															
2															
.															
n															
											Subtotal				
Support Staff															
1															
2															
.															
n															
											Subtotal				
											Total				

1. For Professional Staff (Key Professionals and Support Professionals) the input should be indicated individually; for Support Staff in should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2. Months are counted from the start of the assignment.

   Full time input

   Part time input

Form TECH-8 : Work Schedule/Activity Schedule

No.	Activity[1]	**Months[2]**												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
n														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

B Completion and Submission of Reports/Deliverables (as per TOR)

Stage	Report No.	**Description of the Deliverable**	Month No.
1	1-1		
	1-2		
	1-3		
	1-4		
	-		
	-		
2	2-1		
	2-2		
	2-3		
	-		
	-		
	-		
	-		

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Sections 2.

Form FIN-1: Financial Proposal Submission Form 82

Form FIN-2: Summary of Costs.....83

Form FIN-3: Breakdown of Staff-Month Cost (All inclusive).....84

Form FIN-1: Financial Proposal Submission From

[Location, Date]

To,

[Name and address of Client]

Dear Sirs,

we the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your request for proposal dated [insert date] and your Technical proposal. Our attached Financial Proposal is for the sum of [insert amount(s)] in words and figures] this amount is inclusive of all taxes & duties, except applicable service tax which would be paid separately by EXECUTIVE ENGINEER PWD BRIDGE DIVISION RAIPUR

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the data Sheet.

we understand you are not bound to accept any proposal you revive.

we remain,

yours, Sincerely,

Authorized signature [in full and initials]----------

Name and Title of signatory ----------

Name of Firms----------

Address----------

Amounts must coincide with in the ones indicated under Total Cost of Financial proposal in From FIN-2

Form FIN-2: Summary of Costs

Sl No.	Name of Activity	Amounts (INR)	
		In Figures	In Words
1-	Consultancy fee inclusive of all local taxes & duties, except applicable Service Tax which would be reimbursed by **EXECUTIVE ENGINEER PWD BRIDGE DIVISION RAIPUR**		

Note :- The Cost of the Consultancy is the given in the summary as above and payment is to be made as per payment schedule.

Form FIN-3: Breakdown of staff-Month Cost (All inclusive)

(Information to be provided in this from shall only be used to establish payment to the consultant for possible additional services requested by the PWD BRIDGES)

Name [2]	Position [2]	Staff-Month Cost in INR
Key Professionals		
support Professionals		
support Staff		

1. From Fin-3 shall be filled in for the same Professionals (Key Professionals and support Professionals) and support staff listed in From TECH-7
2. Professionals staff (Key Professionals and support Professional) should be indicated individually: support staff should be indicated per category (e.g. draftsman, clerical staff)
3 Positions of the professional staff (key Professionals and support Professional) shall coincide with the ones indicated in From TECH-5