

Maharashtra State Road Development Corporation Ltd.

E - Tendering System

Name of Work: Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

VOLUME - I



Maharashtra State Road Development Corporation Ltd.

Near Priyadarshani Park, Nepean Sea Road, Mumbai-400 036, INDIA.

Tel:- 022-23686112, 23696109, Fax:-022 23684943, 23696110

E-mail:- msrdc.org@gmail.com Website: - www.msrdc.org

E-Tendering Portal: <https://msrdc.maharashtra.etenders.in>

**Contract Document for
Consultancy Services for
Appointment of Consultant
to act as Independent
Engineer for the work of
Maintenance of Rajiv
Gandhi Sea Link with
Operation of Toll Plaza &
Collection of Toll on Upfront
Basis**

Volume – I

(Non - Variable Document)

Issue To _____

M/s _____

Authenticated by

Shri _____

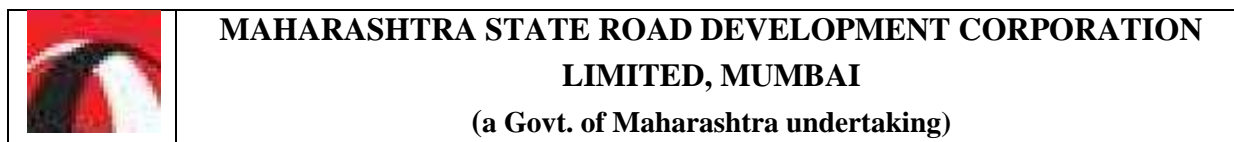
Designation _____

Signature _____

**Appointment of Consultant to act as Independent Engineer for the work of
Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza &
Collection of Toll on Upfront Basis**

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E-TENDER NOTICE

Online digitally signed Lump sum rate tenders of below mentioned works are invited by **MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION LIMITED, MUMBAI** from reputed and experienced consultants. The Bid Documents are available on the official website of MSRDC from 03/03/2014 to 10/04/2014.

1.	Description of Work	Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with operation of Toll Plaza & Collection of Toll on Upfront Basis
2.	Period of Contract	42 Calendar Months
3.	Cost of Blank Tender	Rs. 10,000 /- (Tender Document can only be downloaded from www.msrdc.org . using Credit/Debit Card/ Net banking)
4.	Bid Processing Fee	Rs. 25,000 /- (Rupees Twenty Five thousand only) plus Service Tax 12.36 % non-refundable fees using Credit/Debit Card/ Net Banking/Demand Draft in Favour of 'MSRDC Ltd Mumbai' Payable at Mumbai.
5.	Eligibility Criteria	<ol style="list-style-type: none"> 1. Consultant should have experience of work of similar nature of maintenance of flyover and bridges. 2. The Consultant should have completed a single Consultancy assignment costing Rs. 15 Lakhs in one year during last 3 years (ending on 31.12.2013). 3. No Joint Venture is allowed

The Consultants Participating first time in e-Tendering Bids will have to procure Digital Signature Certificate, from competent authorities as per IT Act 2000 and its subsequent amendments. The Consultants will have to register them on <https://maharashtra.etenders.in> and create a user id and password using which they will be able to access the e-tendering portal.

Tender Schedule

Sr. No.	MSRDC Stage	Vendor Stage	Start Date & Time	Expiry Date and Time
1.	Release Tender	-	03/03/2014 10:00hrs	03/03/2014 17:30hrs
2A.	-	Tender Download	03/03/2014 17:31 hrs	10/04/2014 15:00 hrs
2B.	-	Receipt update on E-Tendering Portal	03/03/2014 17:31hrs	11/04/2014 15:00hrs
3.	-	Online Bid Preparation and online submission	03/03/2014 17:31 hrs	11/04/2014 15:00hrs
4.		Physical Bid Submission (Technical Document)	11/04/2014 15:01hrs	11/04/2014 15:45hrs
5.	Close For Online Technical Bid	-	11/04/2014 15.01hrs	11/04/2014 15:45 hrs
6.	Close for online Price Bid	-	11/04/2014 15.46hrs	12/04/2014 15:45 hrs
7.	-	Online Final Confirmation (Control Transfer Stage)	15/04/2014 11:46hrs	15/04/2014 15:45 hrs
8.	Technical Bid Opening (if possible)	-	19/04/2014 15:46 hrs	19/04/2014 17:30hrs

Note:

Registration on e-tendering portal (i.e. <https://msrdc.maharashtraEtenders.in/common/home.asp>) closes 30 min before expiry of tender document download period. (e.g. Tender document download time is from 03/03/2014 at 17:01 hrs to 10/04/2014 at 17:30 hrs, it's mandatory that all bidders must download & register before 10-04-2014 at 17:30 hrs, after that registration closes.)

Pre –Bid meeting will be held in at 15:00 hrs on 24/03/2014 at meeting Hall, Block No. II, Rajiv Gandhi Sea Link Project Office, Opp. Reclamation Bus Depot, K. C. Marg, Bandra (W) Bandra, Mumbai 50.

Bid Security:

Bid Security of Rs. 1, 00,000/- is to be deposited in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Maharashtra State Road Development Corporation Ltd. and payable at Mumbai (the “Demand Draft”). Bidders are required to submit the details of Bid Security payment at the time of Bid Preparation.

Note:

Bidders are required to make payment of Rs.1,038/ as service provider fees at the time of bid submission. Bidders have to submit Envelope No. 1 (Technical) and Envelope No. 2 (Financial) Online Only.

All requisite information required for the submission of documents is available in the above said website.

If any assistance is required e-Tendering (upload / download) please contact System Integrator (mob. No. 9167969611, 04, 14, Phone No.020-25315555 /56)

**Chief Engineer (RGSLP)
MSRDC, Mumbai- 400 036.**

SECTION I

TENDERING PROCESS

1. TENDERING PROCEDURE:-

1.1 Details of Preparation, submission and evaluation of Bid

1.1.1 Accessing/ Purchasing of bid documents

- (i). It is mandatory for all the bidders to have valid Class II/Class III Digital Signature Certificate (DSC) obtained from any of the licensed Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <http://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate' to obtain DSC.
- (ii). To participate in the E-Bid submission, it is mandatory for the bidders to get registered their firm with e-tendering portal <https://msrdc.maharashtra.etender.in/mah/index.asp> to have User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.
- (iii). For submitting the Bids online, the Bidders are required to make a payment of Rs 1038/- (Rupees One thousand thirty eight only) using the Electronic Payments Gateway Service towards the fees of the Service Provider. The various options of making online payments are available on the Home Page of the System.
- (iv). Bidders should install the Mandatory Components available on the Home Page of <https://maharashtra.etenders.in> under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'
- (v). The complete Bid Document can be Viewed / downloaded from the MSRDC e-tendering portal after registration on <https://msrdc.maharashtra.etender.in>.

To participate for bidding, bidders have to pay non refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) and 25,000/- (Rupees Twenty Five Thousand only) plus service tax 12.36% to MSRDC towards the cost of the tender document and bid processing fee respectively through electronic payment gateway service using Credit/Debit Card/ Net Banking/Demand Draft in Favour of 'MSRDC Ltd Mumbai' Payable at Mumbai. as described in clause 1.2 of this document.

- (vi). For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

Landline No. - 022-26558175/76, 26420911/13/14, 26517800

Landline No. - 022-26400190/201, 26433908

Following may be noted

- (a) Registration should be valid at least up to the date of submission of bid.
- (b) Bids can be submitted only during the validity of their registration.
- (c) The amendments / clarifications to the bid document, if any, will be hosted on the MSRDC website.

1.1.2 Preparation & Submission of bids:

- (i). Detailed tender documents may be downloaded from e-tender portal of MSRDC <https://msrdc.maharashtra.etender.in> from 03/03/2014 10.00hrs and tender should be submitted online following strictly the instructions appearing on the screen. (An e-tendering toolkit for Bidders containing the detailed guidelines for e-tendering system is also available on e-tender portal of Maharashtra Government (<https://maharashtra.etenders.in/>)).
- (ii). Bidders are requested to refer the e-tendering toolkit for Bidders available on e-tender portal of Maharashtra Government (<https://maharashtra.etenders.in/>) for further information and understanding on the e-tendering system.
- (iii). The following technical documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid. These technical documents shall also be submitted in ‘ORIGINAL’ and ‘COPY’ to MSRDC, Bandra before the prescribed date & time. In the event of any discrepancy between the original and the copy, the original shall prevail.
 - a. Receipt of Bid Security of Rs.1,00,000 Crores (Rupees One Lakh Only);
 - b. Copy of Receipt of payment of Tender Document Fee of Rs. 10,000/- (Rupees Ten Thousand Only) and Bid processing fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) plus service tax 12.36% issued by MSRDC, Bandra
- (iv). The Volume III should be submitted online only in the prescribed format given in the website. No other mode of submission is accepted.
- (v). Volume III of the Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. No hard copy of Volume III is required to be submitted.
- (vi). It may be noted that scan copies can be prepared in different file format (PDF, JPEG).
- (vii). It may also be noted that bidders can upload a single file of size of 5 MB and also multiple files.
- (viii). Date & time for submission of Bids 11/04/2014 13:00hrs.
- (ix). The envelope should bear the following identifications: “Enclosure to Bid for Appointment of Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis” and addressed to.

ATTN. OF:	
DESIGNATION	The Chief Engineer
ADDRESS:	MSRDC Bandra Worli Sea Link Project office, Opp. Bandra Reclamation Bus Depot, Near Lilavati Hospital, K.C. Marg, Bandra (West)-400050 Tel No 022-26558175/76, 26400190/201, 26433908, 26420911/13/14, 26517900
FAX NO:	022-26417893
E-MAIL ADDRESS	deodhararun@gmail.com

1.1.3 Modification / Substitution/ Withdrawal of bids:

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

1.1.4 Opening & Evaluation of bids.

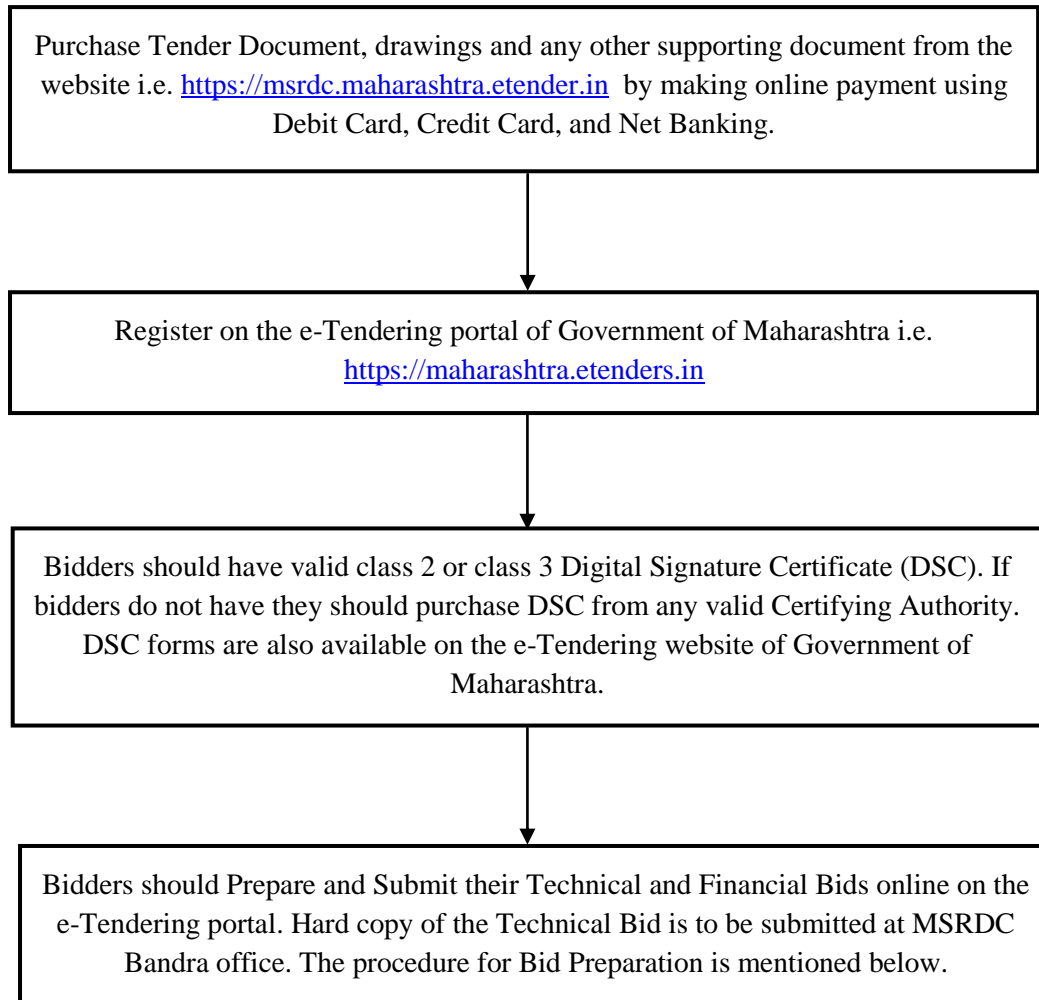
- (i). Opening and evaluation of bids will be done through online process.
- (ii). The Authority shall open on-line received Bids at 15/04/2014 15:46 hrs hours or as per convenience on the Bid Due Date, in the presence of the Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- (iii). Financial bids of only those bidders shall be opened who fulfil the evaluation criteria.
- (iv). The bids shall be opened of only those bidders who submit originals as mentioned in para 1.1.2(iii) above. The bid submitted on-line shall not be opened and shall be declared non – responsive, if originals are not submitted as mentioned in para 1.1.2(iii) above. The bid submitted on-line shall not be opened and it shall be rejected, if it contains additional documents other than those mentioned above and they also will be declared non-responsive.

1.2 Guidelines to Bidders on the operations of Electronic Tendering System of MSRDC

Website of MSRDC – <https://www.msrdc.org/>

E-Tendering Portal of MSRDC - <https://msrdc.maharashtra.etenders.in>

1.2.1 Steps for participating in e-Tendering of MSRDC



1.2.2 Pre-requisites to participate in the Tenders processed by MSRDC:

1.2.2.1 Registration of Bidders on Electronic Tendering System of MSRDC:

The Bidders interested in participating in the e-Tendering process of MSRDC shall be required to enroll on the Electronic Tendering System to obtain User ID and Password.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

The Bidders may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link **Enroll** under the

section ***E-Tendering Toolkit for Bidders*** on the Home Page of the Electronic Tendering System.

1.2.2.2 Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the ***Bid Preparation and Hash Submission*** stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be deemed to be a no objection certificate / power of attorney to that User to submit the bid on behalf of all the partners of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by all partners of the firm to use the digital certificate as per ***Indian Information Technology Act, 2000***.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorizer's User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per ***Indian Information Technology Act, 2000***. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company who has been authorized accordingly pursuant to a Board resolution original of which will have to be produced by the company.

For information on the process of application for obtaining Digital Certificate, the Bidders may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

1.2.2.3 Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Bidders are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

1.2.2.4 Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Bidders is required to be set up. The Bidders are required to install Utilities available under the section *Mandatory Installation Components* on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Bidders are requested to refer to the *E-Tendering Toolkit for Bidders* available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

1.2.2.5 Payment for Service Provider Fees:

Service Providers Fees of Rs. 1,038/- are to be paid through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Bidders are advised to visit the link *E-Payment Options* under the section *E-Tendering Toolkit for Bidders* on the Home Page of the Electronic Tendering System

1.2.3 Steps to be followed by Bidders to participate in the e-Tenders processed by MSRDC

1.2.3.1 Preparation of online Briefcase:

All Bidders enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Bidders can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Bidders are advised to store the relevant documents such as Registration Certificate, PAN Card, VAT Registration Certificate, Professional Tax Registration Certificate, EPF Registration Certificate, Certificates of Works completed, ownership of Plant and Equipment in the briefcase, etc. so as to avoid scanning / uploading process for each Tender.

In case, the Bidders have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Bidders are advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Bidders are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to MSRDC at the time of *Tender Opening* stage unless the documents are specifically attached to the bid during the online *Bid Preparation and Hash Submission* stage as well as during *Decryption and Re-encryption* stage.

1.2.3.2 Online viewing of Detailed Notice Inviting Tenders:

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the *Live Tenders* released by MSRDC on the home page of MSRDC e-Tendering Portal on <http://msrdc.maharashtra.etenders.in> under the section *Recent Online Tender*.

1.2.3.3 Download of Tender Documents:

The Tender Documents are available for purchase and downloading by Bidders from the website i.e. www.msrdc.maharashtra.etenders.in

1.2.3.4 Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of MSRDC. The templates may be form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- (a) The Bidders can upload a single document or a compressed file containing multiple documents against each uploadable option.
- (b) The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- (c) The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- (d) After the hash value of bid data is generated, the Bidders cannot make any change / addition in its bid data.
- (e) The above stages will be applicable during Technical and also Financial Bidding Processes.

1.2.3.5 Close for Bidding (Generation of Super Hash Values):

After the cut – off time of ***Bid Preparation and Hash Submission*** stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from MSRDC shall generate and digitally sign the Super Hash values (Seals).

These stages will be applicable during both Technical and also Financial Bidding Processes.

1.2.3.6 Decryption and Re-encryption of Bids (submitting the Bids online):

In case of Online Bid Submission (Technical and Financial)

After the time instant for Generation of Super Hash values by the Tender Authority from MSRDC has lapsed, the Bidders have to make the online payment of Rs. 1,038/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Bidders are required to submit the hard copy of the Technical Bid (only) with MSRDC at the below mentioned details (*refer section “Manual Technical bid Submission” below*)

The Bidders are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority of the MSRDC. The Public Key of the Tendering Authority is attached to the Tender during the **Close for bidding stage**.

The details of the Bid security and Processing Fees shall be verified and matched during the Main Tender Opening event.

Note: At this time, the Bidders are also required to upload the files for which they generated the Hash values during the ***Bid Preparation and Hash Submission*** stage.

The Bid Data and Documents of only those Bidders who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Bidder who has not submitted his ***Bid Preparation and Hash Submission*** stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

Manual Technical Bid Submission

Bidders are required to submit by hand the Technical Bids at MSRDC Office at the Rajiv Gandhi Sea Link Project, Opp. Reclamation Bus Depot, K. C. Marg, Bandra West, Mumbai 50, as per schedule given in clause 1.2 (Section I) of this document.

1.2.3.7 Shortlisting of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical bids and after scrutinizing the documents will shortlist the Bidders who are eligible for opening the Financial Bids. Only the shortlisted Bidders will be intimated by email.

1.2.3.8 Opening of the Financial Bids:

The Bidders may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the MSRDC e-Tendering Portal after the completion of opening process.

1.2.3.9 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times allocated to each stage under the column “*Bidder (Vendor) Stage*” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended

SECTION II

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

- 1.1 The brief description of the assignment and its objectives are as per Data Sheet and Appendix – A (Scope of work and Terms of Reference) in Volume-II.
- 1.2 To obtain first hand information on the assignment and on the local conditions, the bidder are encouraged to pay a visit to the client and the project site before submitting a proposal and attend a pre-bid conference. The bidder must fully inform yourself of local and site conditions and take them into account in preparing their proposal.
- 1.3 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the client etc. are not reimbursable as a direct cost of the assignment; and (ii) client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.4 The bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of their proposal.
- 1.5 The proposals must be properly signed as detailed below:
 - 1.5.1 i) By the proprietor in case of a proprietary firm.
 - ii) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
 - iii) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).

2.0 DOCUMENTS

- 2.1 The bid document will consists of Volume –I (Non-Variable Document), Volume –II (Variable Document) and Volume – III (Financial Bid) together with various annexure and appendixes, with any addendum thereto issued and common sets of deviations.
- 2.2 Bidders requiring any clarification of the documents must notify the client, in writing, prior to pre-bid date. The clarification for which request has been received prior to pre-bid meeting will be answered. Any query on letter or by telex-fax must be sent to the client's address indicated in the Data Sheet in Volume-II.
- 2.3 At any time before the submission of proposals, the client may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the documents by amendment. The amendment will be notified in writing or telex – fax to all

consulting firms who have purchased the Bid document and will be binding on them. The client may at its discretion extend the deadline for the submission of proposals.

3.0 PREPARATION OF PROPOSAL

For Preparation of Proposal on e-Tendering Portal, please refer clause 1.2 of Section 1 (Tendering process) of this document.

Preparation and submission shall be online on e-tendering portal ONLY.

3.1 Documents in Proof of Eligibility:

Scanned copies of Original Document in PDF Format should be uploaded wherever asked in e-Tender. The bidder's eligibility proposal must include the following information but not limited to the formats attached in Annexure-I of this document.

3.1.1 Following documents scanned copy of Original Document must be uploaded as proof of eligibility:

- i** Firm's experience.
- ii** List of equipments, the details of the office and key persons employed by the firm may be furnished.
- iii** Works in hand.
- iv** Bid Security

3.1.2 The experience certificate from clients in support of having completed the project or for the project in hand is required to be submitted. Certificate should indicate clearly the firms experience in related field as per the requirement of the work. Scope of services rendered by the firm should be clearly indicated in the certificate from the client.

3.1.3 The minimum essential requirement in respect of qualification in eligibility proposal has been indicated in the Data Sheet. If the bidders do not fit in the eligibility criteria, evaluation of his technical and financial proposal will not be carried out.

3.1.4 Bid Security:

3.1.4.1 The bid shall be accompanied by bid security as per Data Sheet in Volume- II and shall be paid online only in the form of Demand Draft.

3.1.4.2 Any bid not accompanied by the Bid Security will be rejected.

3.1.4.3 In the event of his bid being accepted subject to provisions of the sub clause 3.1.4.4 below, the said amount if so requested by the bidder be appropriated towards the amount of Performance Security payable by him under the conditions of contract.

3.1.4.4 If after submitting the bid, the bidder withdraws his offer or modifies the same or if after acceptance of his bid, fails or neglects to furnish the performance security, without prejudice to any rights and powers of the Client here under or in law, the Client shall be entitled to forfeit the full amount of Bid Security deposited by the bidder.

3.1.4.5 In the event of bid being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto to forfeit under provision of sub clause 3.1.4.4 above, be refunded to him on passing of receipt thereto without any interest.

3.2 Technical Proposal

3.2.1 Under the technical proposal we expect the CV's of the key personnel's only. It may please be ensured that the format is strictly followed and it is as per annexure II, form TP-VI as mentioned in this document and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The Key personnel whose CV'S will be evaluated is as per Data Sheet in Volume-II.

3.2.2 During preparation of the technical proposal, bidder must give particular attention to the following.

- i) Total assignment period is as indicated in the Data Sheet in Volume- II. A schedule in respect of requirement of personnel is also furnished in the Data Sheet, which shall be the basis of the financial proposal. Bidder shall make his own assessment of support personnel, both technical and administrative staff which needs to be provided for timely completion of the project within the total estimated cost. It is stressed that the time period for the assignment indicated in the Data Sheet in Volume-II should be strictly adhered to.
- ii) No alternative to key personnel may be proposed and only one CV shall be submitted for each position; in the given format of Form TP –VI of Annexure-II of this document. The requirements of all key personnel are listed in Data Sheet in Volume-II.
- iii) All Key personnel shall be available from beginning of the project.
- iv) The availability of key personnel has to be ensured at site during the period shown in the schedule;
- v) The proof of age and qualification of the key personnel must be furnished in the technical proposal without which the bids shall be treated as non-responsive.
- vi) An undertaking from the key personnel must be furnished that he will be available for entire duration of the project assignment and he will not engage himself in any other assignment during the currency of his assignment on the project. In case of non-

availability of key personnel in spite of his declaration, penalty as per clause no. 4 of Appendix “C” (Volume III) shall be imposed.

- vii) The upper age limit for all staff to be deployed on project shall be as per Data Sheet of Volume III.
- viii) A good working knowledge of English Language is essential for key professional staff on this assignment. Approach paper on methodology proposed for performing the assignment must be in English Language.

3.2.3 The technical proposal must include the following information using but not limited to the formats attached in Annexure-II of this document.

- i) The composition of the proposed Team and Task Assignment to individual personnel.
- ii) Curriculum Vitae (CV) recently signed in **blue ink only** by the proposed key professional staff and also by an authorized official of the firm. Each page of the CV must be signed. The key information shall be as per the format. Unsigned and photocopies of CVs shall be rejected.
- iii) Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance.
- iv) Estimates of the total time effort (person x months) to be provided for the services, supported by bar diagrams showing the time proposed (person x months) for each Key Professional Staff.
- v) In case the bidder envisages outsourcing certain specialized services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies during technical negotiation before award of the work.

3.2.4 The technical proposal must not include any financial information.

3.2.5 Client will carry out the evaluation by applying marking system. Each responsive proposal will be attributed technical score.

3.2.6 The minimum essential requirement in respect of qualification in technical proposal has been indicated in the Data Sheet in Volume-II if the bidder does not fit in the criteria, evaluation of his financial proposal will not be done.

3.3 FINANCIAL PROPOSAL

- 3.3.1 The financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys etc. The financial proposal should be prepared strictly using; the formats attached in Annexure-III of Volume III & should be quoted in Online Form given in e-Tender. The financial proposal should clearly indicate the amount in words for the given work as specified in Data Sheet in Volume-II. Conditional offer or the proposal not furnished in the format attached in Annexure-III shall be considered non responsive and is liable to be rejected.
- 3.3.2 The financial proposal shall take into account all types of the tax liabilities including service tax and cost of insurance specified in the Data Sheet in Volume-II.
- 3.3.3 Costs shall be expressed in Indian Rupees only. The payments shall be made in Indian Rupees only by the MSRDC.
- 3.3.4 Bidders are required to charge only rental of equipments / software(s) so as to economize in their financial bid.
- 3.3.5 The fee structure is based on Lump sum offer submitted by the bidder. The payment of the fee during actual contract period shall be as per Appendix “C” of Volume III.
The bidders who are agreeable to the indicated fee structure should only offer their bids for the assignment.

The fee prescribed by the MSRDC deemed to cover all the costs associated with the assignment including –

- i) Remuneration for staff (foreign and local in the field office etc), accommodation, transportation, equipment, printing of documents, traffic survey.
 - ii) The tax liabilities including service tax and other taxes.
 - iii) Rental of equipments / software (s)
- 4.1 The scanned copy of letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals must be initialed by the person or persons authorized to sign the proposal.
- 4.2 The bid must be prepared and submitted on e-Tendering Portal in given time schedule for each activity stated in Tender Schedule.
- 4.3 The proposal must be valid for the number of days stated in the Data Sheet in Volume-II from the last date of receipt of bid document.

5.0 EVALUATION OF PROPOSAL

- 5.1 A three-stage procedure will be adopted in evaluating the proposal. The client will allocate weights to technical proposal.
- 5.2 In the first stage, eligibility of the firm will be ascertained on the basis of experience certificates and equipments available with the firm and firm's turnover considering the qualification criteria.
- 5.3 Technical evaluation will be carried out for those who qualify in the eligibility criteria. The technical evaluation will be carried by applying marks system. Prior to the expiration of the period of proposal validity, the client will notify the successful Consultants who have scored more than 75 marks out of 100 in the technical proposal by a letter, cable, telex or fax. Technical Proposals scoring less than 75 marks will be deemed non responsive and the corresponding price bid will not be opened and the offer will not be considered.

Second stage technical evaluation (Refer Para 5.1 and 5.2)

The points given to evaluation criteria are:

Evaluation Criteria for Technical Proposal

Sr. No.	Description	Points
1.	Firms Experience in last 10 years in bridges	15
2.	Adequacy of Approach and Methodology	5
3.	Survey & Investigation Equipment and Software proposed to be used	10
4.	Qualification and Relevant Experience of the proposed key professionals and personnel	70
	TOTAL	100

The weightage points given to evaluate sub-criteria for qualifications and competence of key staff are:

Weightage Points for Key professionals

Description	Weight (%)
General Qualification	25
Employment with firm	5
Relevant Experience and Adequacy for the Project	70
Total	100

- 5.4 The number of points to be given under each of the evaluation criteria are:

(i)	Firms experience in last 10 years	Points
a)	Experience in O & M of Bridges/Flyovers	3
b)	Experience in Structural Audit of Bridges/ Flyovers	5
c)	Experience in Supervision of Flyovers/Bridge works	4
d)	DPR of Bridge having length more than 100 m	3
	Total	15

- 5.5 In the third stage, financial proposal of all eligible firms who qualify in technical evaluation shall be open and further evaluation will be carried out. For financial evaluation total cost of financial offer (stage I + Stage II) will be considered. The consultant having the lowest financial proposal for total work (Fm), will be given a financial score (Fs) of 100 marks. The financial score of other proposal will be calculated as follows:

$$F_s = 100 \times F_m / F$$

F = Amount of financial proposal Converted in Rupees.

- 5.6 The overall score will be a weighted average of the technical score (Ts) and financial score (Fs). Technical evaluation score will have 80% weightage and the financial score will have weightage of 20%. The weightage average total would be the determining yardstick for selection of the preferred consultant.

$$\text{Final Score} = \frac{T_s \times 80 + F_s \times 20}{100}$$

The consultant scoring highest point will be invited to negotiate the contract.

6.0 NEGOTIATIONS

- 6.1 Negotiations normally take from two to five days. The aim is to reach agreement on all points and final a draft contract by the conclusion of negotiations.
- 6.2 Negotiations will commence with the discussions of bidder's Technical Proposal, the proposed methodology (work plan) staffing and any suggestions he may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and bar charts, which will indicate activities, staff, and periods in the field and in the home office, staff months, logistics, and reporting. Financial Negotiations will then be carried out.
- 6.3 The client will not consider substitutions of key staff during negotiations except in cases of unexpected delays in the starting date or incapability of key professional staff for reasons of health. The client will also not consider change of key personnel during project period except for reason of health i.e. serious illness or death; if key personnel are proposed to be substituted the consultancy fee will be reduced as given in Appendix "C" of Volume III.
- 6.4 The negotiations will be concluded with a review of the draft form of contract. The client and the successful bidder will finalize the contract to conclude negotiations.

7.0 AWARD OF CONTRACT

- 7.1 The contract will be awarded after the successful negotiations with the successful bidder scoring highest points as per clause 5.5 of ITB of Volume I. If negotiations fail, the client will invite the next highest points scoring bidder to conduct negotiations.
- 7.2 The selected bidder is expected to commence the Assignment from the date of work order.

8.0 PERFORMANCE SECURITY

The successful bidder whose offer has been accepted will have to pay Rs. 5,00,000/- (Rupees Five lakhs Only) (As per Data Sheet in Volume-II) as performance security. The performance security shall be in the form of bank guarantee furnished by Nationalized Bank or State Bank of India or Banks promoted by all India Financial Institutions including HDFC, from its any branch in Maharashtra State. Performance security shall be furnished within 15 days from the date of issue of acceptance letter else the Consultant will be liable for action as per sub clause 3.1.4.4 of ITB Volume-I. The performance security submitted shall be valid upto a period of one year beyond the date of completion of services.

ANNEXURE - I

ELIGIBILITY PROPOSAL

Annexure – I
Form EF-I

SAMPLE FORM OF ELIGIBILITY PROPOSAL

From

To

Sub: Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

Sir,

I/ We _____ consultant / consultancy firm herewith enclose the documents required for eligibility proposal as per the chapter “Instruction to Bidders”

Payment towards Bid Security has been done.

Signature

Full Name

Designation

Address

Fax

E-mail

Annexure – I**Form EF-II**

**Sub: Appointment of Consultant to act as Independent Engineer for the work of
Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on
Upfront Basis**

**SAMPLE FORM OF ELIGIBILTIY PROPOSAL
FIRMS'S EXPERIENCE**

DETAILS OF COMPLETED ASSIGNMENTS

Sr. No.	Name of Project	Cost of Project (Rs. Lakhs)	Name and Addressee of Client with Telephone No.	Cost of Consultancy (Rs. Lakhs)	Period of Consultant		Scope of Work	Name and position of the key persons deployed and their total man month and remaining man month	Remarks
					From	To			

Annexure – I
Form EF-IV

Sub: Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF ELIGIBILITY PROPOSAL
WORKS IN HAND

Sr. No.	Name of Project	Cost of Project (Rs. Lakhs)	Name and Addressee of Client with Telephone No.	Cost of Consultancy (Rs. Lakhs)	Period of Consultant		Scope of Work	Name and position of the key persons deployed and their total man month and remaining man month	Remarks
					From	To			

ANNEXURE - II

TECHNICAL PROPOSAL

Annexure – II

Form TP-I

SAMPLE FORM OF TECHNICAL PROPOSAL

From

To

Sub: Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

Sir,

I/ We _____ consultant / consultancy firm herewith enclose the documents required for technical proposal as per the chapter “Instruction to Bidders”

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

Fax _____

E-mail _____

Annexure – II**Form TP-II**

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

**SAMPLE FORM OF TECHNICAL PROPOSAL
FIRM'S REFERENCES**

Relevant Services carried out in the Last Three Years which Best Illustrate Qualifications.

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

Assignment Name:-		Country:-
Location within country:-		Professional Staff provided by the firm:-
Name of the Client:-		No. of Staff:-
Address:-		No. of Man month:-
Start Date:-	Completion Date:-	Appx. Value of Services:-
Name of Associated Firms if any:-		No. of months of Professional Staff provided by Associated Firms:-
Name of the senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:-		
Narrative Description of Project		
Description of Actual Services Provided by the bidders' staff :		

Note: Preceding five years to be reckoned from 31st December of the immediate last Calendar year.

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

Annexure – II

Form TP-III

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF TECHNICAL PROPOSAL

CONSULTANT NAME:

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

1.	Composition of the team	Not more than 1 page
2.	Methodology for services, surveying data collection and analysis	Not more than 1 page
3.	Quality Assurance system for consultancy assignment	Not more than 1 page

Annexure – II

Form TP-IV

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF TECHNICAL PROPOSAL

COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, services and facilities to be to be provided by the Client indicated in the Terms of Reference.

- 1.
- 2.
- 3.
- 4.
- 5.

Annexure – II**Form TP-V**

**Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of
Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis**

SAMPLE FORM OF TECHNICAL PROPOSAL

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE
ASSIGNED TO EACH TEAM MEMBER**

I. Technical/Managerial Staff/Key Personnel

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
5.			

II. Support Staff

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
5.			

Annexure – II

Form TP-VI

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF TECHNICAL PROPOSAL

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1.0 Proposed Position: _____

2.0 Name of Staff: _____

3.0 Date of Birth: _____ (Please furnish proof of age)

4.0 Nationality: _____

5.0 Educational Qualification:

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

(Please furnish proof of qualification)

6.0 Membership of professional societies: _____

7.0 Publication:

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

8.0 Employment Record:

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

9.0 Summary of the CV

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

A. Education:

- i) Field of Graduation and Year
- ii) Field of post graduation and year
- iii) Any other specific qualification

B. Experience

- i) Total experience in highways: _____ Yrs.
- ii) Total experience in bridges: _____ Yrs.
- iii) Responsibilities held: _____ Yrs.
- iv) Relevant Experience: _____ Yrs.

C. Permanent Employment with the Firm (Yes/No):

If yes, how many years:

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

Certification:

- 1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.
- 2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience.

Signature of the Candidate_____

Place:_____

Date: _____

Signature of the Authorized Representative of the firm _____

Place: _____

Date: _____

Note: Each page of the CV shall be signed in **blue ink** by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation. **CV without proof of age and qualification shall be rejected and bids shall be rejected.**

Annexure – II
Form TP-VII

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF TECHNICAL PROPOSAL

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL MONTHS

(In the Form of Bar Chart)

Sr. No.	Name	Position	Activities	Months								
1.												Sub Total (1)
2.												Sub Total (2)
3.												Sub Total (3)
4.												Sub Total (4)
5.												Sub Total (5)
6.												Sub Total (6)

Field Full:

Part Time:

Reports due:

Activities:

Duration:

Annexure – II**Form TP-VIII**

**Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of
Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis**

SAMPLE FORM OF TECHNICAL PROPOSAL

A. FIELD INVESTIGATION

(1st, 2nd etc are months from the date of assignment)

Sr. No.	Item of Work / Activities	Months							

B. COMPLETION AND SUBMISSION OF REPORTS

Sr. No.	Item of Work / Activities	Programme

Client / Consultant Model Services Agreement

General Conditions

(Refer FIDIC Document Third Edition 1998)

CLIENT / CONSULTANT

MODEL SERVICES AGREEMENT

GENERAL CONDITIONS OF CONTRACT

1. General Conditions of contract comprise “Client / Consultant Model Services Agreement”. General Conditions third edition 1998 published by The Federation International Des Ingenious – Counseils (FIDIC), Lausanne, Switzerland with latest amendments.
2. It is intended that Bidders shall purchase directly their own individual copies of the General Conditions of Contract, all as specified herein above.

Client / Consultant Model Services Agreement

Particular Conditions

CONDITIONS OF PARTICULAR APPLICATIONS

A) GENERAL CONDITIONS OF CONTRACT

General Conditions of contract comprise “Client / Consultant Model Services Agreement”. General Conditions third edition 1998 published by The Federation International Des Ingenious – Counseils (FIDIC), Lausanne, Switzerland deemed to have been included in this document with latest amendments.

B) CONDITIONS OF PARTICULAR APPLICATION

The Conditions of particular Application are amendments to the clauses of the General Conditions of Model Service Agreement mentioned in Para “A” above. Below mentioned clauses are amendments and /or additions and or deletions to the clauses of the General Conditions of Model Service Agreement. The clause number and its caption are mentioned and thereafter there is a mention of amendments and /or additions and or deletions. Clauses upto 44 are amendments (with addition and or deletion) of the General Condition of Contract and carry the numbers of the clauses, which are amended. The Clauses, after clause 44 are additional clauses to the General Condition of Contract.

a) References to Clauses In The General Conditions

1. Definitions And Interpretation

The following definitions and expressions are amendments and additions shall have the meanings assigned to them, except where the context otherwise required:

- i) **“The Project”** is as named in the Data Sheet.
- ii.a) **Client or Corporation or Department** shall mean the Maharashtra State Road Development Corporation Limited and its Successors in office and assigns.
- ii.b) The **“Vice Chairman and Managing Director”** shall mean the official who is designated as such by the Employer for the time being.
- ii.c) The **“Joint Managing Director”** shall mean the official who is designated as such by the Employer for the time being.
- ii.d) The **“Chief Engineer”** shall mean the officer of MSRDC (Ltd.) who is designated as such for the time being in whose jurisdiction the work lies.
- ii.e) The **“Superintending Engineer”** shall mean the officer of MSRDC (Ltd.) who is designated as such for the time being in whose jurisdiction the work lies.
- ii.f) The **“Executive Engineer”** shall mean the officer of MSRDC (Ltd.) who is designated as such for the time being in whose jurisdiction the work lies.

- iii.A) A **“Day”** shall mean the day of 24 hours from midnight to midnight.
- iii.B) A **“Week”** shall mean 7 consecutive days without regard to the number of hours worked in any day in that week.
- iv) **Month** and **Year** and all dates shall be as per the Gregorian calendar. The time referred to shall be Indian Standard Time.
- v) The **“Site”** shall mean the lands and / or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Department or used for the purpose of contract.
- vi) **“Urgent Works”** shall mean any measures, which in the opinion of Engineer becomes necessary during the progress of the work to obviate any risk or accident or failure or which becomes necessary for security of the work or the persons working thereon.
- vii) The **“Engineer”** means the Project Management Consultant appointed / nominated by the Employer, who is consultant to the Employer to perform the duties and the responsibilities of the consultant in supervising the contract.

15 Changes In Personnel

Clause Replaced and substituted by

- i) 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 Client and the Consultants. The Consultants, 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 their behalf hereunder.
- ii) **Removal and/or Replacement of Personnel**
 - a) Except as the Client may otherwise agree, no choice shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. However this replacement shall attract the penalty as per clause of Appendix “C” of Volume III.
 - b) If the Client (I) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (II) has reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the shall at the Client’s written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. However this replacement shall attract the penalty as per clause of Appendix “C” of Volume III.

16. Liability and Insurance

Liability of the client 16.2 – This clause is deleted.

Compensation 16.3 - This clause is modified as below. If it is considered that the consultant is liable to the client, compensation shall be payable only on the following terms:

- i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
- ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 18.1.
- iii) If consultant is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.

17. Duration of Liability

The Clause is deleted and substituted with following.

The Consultant shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims / court cases are settled whichever is later.

18.1 Limit of Compensation

This clause is deleted and substituted with following:

Limitation of the Consultant's liability towards the Client

- A) In case of gross negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out the services, the consultants with respect to damage caused by the consultants to the client's property, shall be liable to the client for any direct or consequential loss or damage to the extent as below:
 - a) 20% of the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or
 - b) the proceeds the consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.
- B) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

19. Insurance For liability and Indemnity

The following amendments is made in clause (v)

The cost of such insurance or increase in insurance shall be at the expense of the consultants

The following Sub Clauses are added.

- i) The cost of such insurance or increase in insurance shall be at the expenses of the consultant. Employer's liability and worker's compensation insurance in respect of the personnel of consultant and of sub-consultant, in accordance with the relevant provisions of applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate and
- ii) against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract (ii) the consultant's property used in the performance of the services, and (iii) any documents prepared by the consultants in the performance of the services.
- iii) The Consultant shall take out and maintain and shall cause any Sub Consultants to take out and maintain at their own cost on terms and conditions approved by client insurance against the risks and for coverage's as shall be specified hereunder and at the client's request shall provide evidence to the client showing that such insurances have been take out and maintained and the premiums therefore have been paid.
 1. Professional liability insurance, with a minimum coverage equal to the cost of the consultancy contract.

22. Commencement And Completion

The following is the addition

- 22.1 The services shall be commenced from the date of work order to consultant and completion time for services shall be as per the data sheet.
- 22.2 The services of consultant shall be available till the completion of defect liability period or the claims / court cases are settled whichever is later.
- 22.3 The consultant will maintain the record of work till completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 22.4 The consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid from in charge officer of the MSRDC.

25. Delays

Clause 25 (ii) is deleted

27. Abandonment Suspension or Termination

By Notice of the Consultant

27.2-This clause is deleted and substituted by following

27.2 SUSPENSION

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

27.3 TERMINATION

27.3.1 By the client

The client may, by not less than (30) days written notice of termination to the consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause 27.3.1 terminate this Contract.

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 27.2 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interest of the Clients and which the Consultants know to be false;
- d) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

27.3.2 BY THE CONSULTANTS

The Consultants may, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 27.3.2, terminate this contract.

- a) If the Client fails to pay any money due to the Consultants pursuant to this Contract after receiving written notice from the Consultants that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- c) If, as result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

27.3.3 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clause 27 hereof, or upon expiration of this Contract pursuant to Clause 22 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- 1) Such rights and obligations as may have accrued on the date of termination or expirations;
- 2) The obligations of confidentiality
- 3) Any right, which a Party may have under the Applicable Law.

27.3.4 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 27.3.1 or 27.3.2 hereof, the Consultants shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clause 39 or 10 hereof.

27.3.5 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 27 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

- 1) Remuneration pursuant to Clause 28 hereof for services satisfactorily performed prior to the effective date of termination;
- 2) Reimbursable expenditures pursuant to Clause 28 hereof for expenditure actually incurred prior to the effective date of termination; and

28. Exceptional Services

The following is the addition to above

28.1 The payment for exceptional services shall be as per Appendix “C” Volume-III.

31. (ii) Time for Payment

- i) In Local Currency and in 30 days after the receipt by the client with supporting documents.

32. Currency of Payment

Currency applicable to this agreement is in Indian Rupees.

33. Third Party Charges on the Consultant

This Clause is deleted

36. Languages and Law

- i) Language(s) of the Agreement shall be in English.
- ii) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and Maharashtra State.

37. Changes In legislation

Principal place of business is in Maharashtra

39. Copyright

Clause Replaced and substituted by

- i) Documents prepared by the Consultants to be the Property of the Client. All plans, drawing, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the clients, and the consultants shall not later than 15 days upon termination or expiration of this Contract, deliver all such documents to the Client, together with detailed inventory thereof. The Consultants may retain a copy of such documents. The client is free to use the above documents for other projects of the clients.

41. Notices

i) **Client's address**

As prescribed in the data sheet in Vol- II

43. Settlement of Disputes-

In case of disputes or difference of opinion arising, the decision of the Vice Chairman and Managing Director shall be final and binding on the Contractor. The Contractor shall be given reasonable opportunity to represent his case before the Vice Chairman and Managing Director.

Performance of Obligations:

Pending the submission of and/or decision on a dispute, difference or claim or until the decision is given by the Managing Director; the Parties shall continue to perform all of their obligations under this Agreement.

44. Arbitration

Clause Deleted

45. Force Majeure

45.1 The risks are

- a) War, Hostilities, invasion, act of foreign enemies.
- b) Rebellion, revolution, insurrection or military or usurped power, civil war
- c) Ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- d) Riot, commotion, disorder unless solely restricted to employees of the consultant and arising from conduct of the toll collection work, provided that the same is not temporary or transitory and affects the toll collection appreciably.
- e) Any other operation of the forces of nature against which an experienced Consultant could not reasonably have been expected to take precaution.
- f) Repair work undertaken by the Corporation, Government, and other Government Authorities on section of road resulting in total closure of traffic at the site of toll collection.

45.2 There shall not be any compensation on any ground whatsoever, affecting toll collection unless the toll collection is affected for a continuous period of more than 15 days.

45.2 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 take all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

45.3 Measure To Be Taken

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

45.4 Extension of Time

Any period within which a Party shall, pursuant to this contract, complete any actions of 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.

45.5 Payments

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

Agreement Form

Bid for Appointment of Consultant to act as Independent Engineer for the work of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis

SAMPLE FORM OF AGREEMENT

(Agreement will be drawn separately on the stamp paper of Rs. 100.00 denomination)

This Agreement made the _____ day of _____ between _____ of _____ (hereinafter called “the Client”) of the one part and _____ of _____ hereinafter called “the Consultant”) of the part. Whereas the Client desired that certain services should be performed by the Consultant, namely _____ and has accepted a proposal by the Consultant for the performance of such services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client / Consultant Model Services Agreement hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:

A) Documents Part-I

- a) The Letter of Acceptance (Work Order)
- b) The conditions of the Client / Consultant Model Services Agreement (General Conditions and Particular Conditions);
- c) The Appendices, namely:

Appendix A - Scope of Services and Terms of Reference.

Appendix B - Personnel, Equipment, Facilities & Services of other to be provided by the client.

Appendix C - Remuneration and Payment.

Appendix D - Form of Bank Guarantee for Advance Payment

B) Documents Part-II

- a) The Annexure, namely:
 - i) Annexure-I - Eligibility Proposal
 - ii) Annexure-II - Technical Proposal
 - iii) Annexure-III - Financial Proposal
- b) Data Sheet
 - i) Instructions To Bidders
 - ii) Notice Inviting Consultancy Or Letter Of Invitation
 - iii) Correspondence During Negotiations

3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby agreed with the Client to perform the Services in conformity with the provisions of the Agreement.

4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

In witness whereof the parties hereto have caused this agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized Signature(s) of Client

Signature_____

Name_____

Designation_____

i) In the presence of:

Name_____

Signature_____

Address_____

ii) In the presence of:

Name _____

Signature _____

Address _____

Authorized Signature (s) of Independent Engineer

Signature _____

Name _____

Designation _____

i) In the presence of:

Name _____

Signature _____

Address _____

ii) In the presence of:

Name _____

Signature _____

Address _____