

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 - III



Maharashtra State Road Development Corporation Ltd.

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**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 – III

(Financial Bid)

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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SECTION I

Annexure-III
Form FF - I

LETTER FOR FINANCIAL PROPOSAL

From

To

Name of Work: - 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 Financial proposal as per the chapter “Instructions to Bidder”.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

Fax _____

E-mail _____

FINANCIAL PROPOSAL

A) Financial Offer

I / We _____ Consultant / Consultancy Firm
am / are hereby quoting the fee for the work of providing Project Management Consultancy as per the
scope of Work, terms and contract conditions covered in Volume I, Volume II and Volume III. The offer
is inclusive of all taxes including service tax.

Our Total Fee is Rs. _____/- (Rupees _____
_____)

Signature of Consultant

Full Name

Designation

Address

(Authorized Representative)

Annexure – III**Form FF - II****FORMAT OF FINANCIAL PROPOSAL****SUMMARY OF COST IN LOCAL CURRENCY**

Sr.No.	Description	Amount (Rs.)
	Local Consultants	
I	Remuneration for Local Staff (inclusive of per diem allowance)	
II	Support staff (inclusive of per diem all allowance)	
III	Office Rent including furniture (Fixed Cost)	
IV	Office Supplies, Utilities and Communication (Fixed Costs)	
V	Reports and Document Printing	
	<u>Sub Total Local Consultants -</u>	
	Service Tax	
	TOTAL COST (Including service tax)	

Note: - No escalation will be payable during the services. Insurances shall not be allowed separately. These will be incidental to main item.

Annexure – III
Form FF - III

Estimate of Local Currency Costs

(I) Remuneration for Local Staff (including per diem allowance)

Sr. No.	Position	Name	Rate	Staff Month	Amount(Rs.)
	A. Key Professional Staff				
1					
	Sub Total				
	B. Sub Key Professional Staff (To be assessed by Consultant as per requirement of assignment)				
1					
	Sub Total				
	Total				

(II) Remuneration for Support Staff

Sr. No.	Position	Name	Staff Months	Billing Rate	Amount (Rs.)
1.	Computer Operator				
2.	Night Watchman				
				Total	

(III) Office Rent Including Furniture (Fixed Costs)

The rent cost includes maintenance, cleaning, Repairs etc. _____ months x Rs. _____

Total : Rs. _____

(IV) Office Supplies, Utilities and Communication (Fixed Costs)

Sr. No.	Item	Months	Monthly Rate	Amount in Rs.
1	Office Supplies			
			Total Rs.	_____

(V) Reports and Document Printing

Sr. No.	Description	No. of copies	Rate Copy	Amount unit (Rs.)
1	Daily / Weekly / Monthly Report	3 copies		
2	Inception Report & QAP	3 copies		
3	Other Report	3 copies		
			Total Rs.	_____

Annexure – III
Form FF - V

FACILITIES TO MSRDC

The consultant shall quote for the following staff at site for MSRDC, if required & at the desire of MSRDC, for effective implementation of the services. The monthly cost shall be mentioned and will be paid separately as per the staff deployment.

Sr. No.	Staff to be Deployed	Monthly Cost
1	Graduate Civil Engineer (5 years' Experience)	
2	Higher Grade / Lower Grade Stenographer (English (speed @ 80 WPM) / Marathi (speed @ 60 WPM))	
3	Office Assistant with Computer knowledge	
4	Peon	

Note: - The above costs will not be added to the financial bid. They will not form part of financial evaluation

MSRDC reserves right to reduce the quoted rates if found to be unreasonable.

Annexure-III- (Continued)

B) Schedule of Variation

(To be operated if required by MSRDC hence not to be included in cost. The rates be given in both words and figures.)

Sr. No.	Staff to be Deployed	Monthly Cost
1	Residential Engineer (BE Civil with 10 years' experience in bridge projects)	
2	Stenographer Lower Grade with knowledge of computer (Speed of Stenographer @ 80 wpm)	
3	Peon	

MSRDC reserves right to reduce the quoted rates if found to be unreasonable.

Signature of Consultant

Full Name

Designation

Address

(Authorized Representative)

SECTION II

Name of Work: - 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

APPENDIX “C”

REMUNERATION AND PAYMENTS

1.0 The final offer (Total Fees) of the consultant after negotiation is Rs. _____ (In words _____)
(to be filled after negotiation)

2.0 In consideration of the performance of the contract, the client shall pay to the consultants as consideration for his services as set forth below:

2.1 The fees payable would be based on the above offer accepted during negotiations. The fees would be paid in the following stages prescribed.

Stage Supervision of Maintenance of Rajiv Gandhi Sea Link with Operation of Toll Plaza & Collection of Toll on Upfront Basis ---**42 months**

2.2 Payment of fees during actual Contract Period. Fee to be paid every month

The fee payable shall be paid in monthly installments. The monthly installment shall be proportional to 90% fee payable. Balance 10% of fees shall be paid after the final approval by MSRDC to the report submitted by the Consultant on the completion of contract period.

2.3 The Employer reserves right to reduce fees for insufficient manpower deployment or poor progress of work etc.

2.4 Payment during extended period: - If the Consultancy period of 42 months is extended by the MSRDC for valid reasons beyond the control of consultant, the Consultant shall continually be paid at monthly rate as per the original period of 48 months.

2.5 For valid extension beyond 48 months, the monthly payments shall be regulated as per the provisions 3 [iv (b)] of this agreement.

3.0 Payment For Consultancy Services

- i) The Consultancy Services activities shall come into effect from the date of work order and shall be for the period as mentioned in Clause-17 of Data Sheet.
- ii) The payment for this activity during its period shall be as prescribed below:
- a) During actual contract period monthly : 95 % of the offer written in para 1 basis spread over a period of operation and maintenance. above.
 - b) On completion of consultants : 5 % of the offer written in para 1 assignment i.e. at the end of consultancy contract period above.

iii) Time related fees

- a) The time related fees would be payable as below:
 Fee to be paid every month $\{(95 / 100) X (P / 42)\}$

Where:

P - Fees quoted by the Consultant

- b) The fee will be payable to the consultant as per the above formula for the scheduled period of completion and also for a further period of 6 months if a valid extension is given to the consultant, for that stage subject to conformance to TOR.
- c) If a further valid extension is given to the consultant, fees payable to the consultant every month beyond 6 months of original time period of that stage subject to conformance to TOR shall be,

$$\{ (CPI / CPO) x (95/100) x (P/42) \}$$

Where:

P - Fees quoted by the Consultant (Operation, Maintenance & Toll Collection)

CPI - Average consumer price index for industrial workers for center (as per Sr No. 11 of data sheet Vol. II) as per the Labour Gazette published by the Commissioner of Labour Government Of Maharashtra, during the period under consideration.

CPO - Basic consumer price index for industrial workers for center (as per data sheet Vol. II) as per the Labour Gazette published by the Commissioner

(Labour) Government Of Maharashtra on the date 30 days preceding the last date prescribed for receipt of bid.

iv) Progress Related Fee

The progress related fees are included in Time related fees.

4.0 Penalty For Substitution of key personnel

If the consultant substitutes the following key personnel or client wants misconduct or consultants to replace the personnel on ground of misconduct or inefficiency the penalty for replacement shall be as under.

1. **For Resident Engineer & Team Leader each** — Reduction of Consultancy fee will be equal to balance period in months x 10 x [Rate as mentioned to the Consultant's Offer (Form FF III, Annexure III of Vol. III)] / 100

5.0 i) If the work is suspended by the MSRDC / contractor, then for first 3 months, the time related payment would be made to the agency as per the above said time related formula, provided the consultant retains the minimum strength of the personnel as given in Bid document for the first 3 months. Subsequently he will be paid @ 30 % of the time related monthly payment towards the selected services which he would offer during the period under suspension.

ii) The time related fee would be restored when the suspension is revoked.

6.0 Limitations of fees due to default of consultant

If there is any extension in time limit in original schedule, the period of completion and valid extended period of completion is required to be granted to the because of the default on the part of the consultant, then for such period the provision of granting the monthly payment as per the given formula or further increase as per the increase in the consumer price index will not be paid to the Consultant. Instead, for this period, as the consultant is under default his time related monthly payment will be reduced by 25% for the period of default.

7.0 Mode of billing and payment

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

- a) As soon as practicable as and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, the bill for the services rendered by him.
- b) The Client shall cause the payment of the Consultants periodically as given above within thirty (30) days after the receipt by the Client of the bills supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payments and costs authorized to be incurred by the consultants, the client may add or subtract the difference from any subsequent payments. Interest at the rate of 8 % per annum shall become payable from the above due date on amount due but not paid on such due date.
- c) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, unless within ninety (90) days period client gives written notice to the Consultants specifying in detail deficiencies in the Services, in the final report or in final statement. The consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within (12) calendar months after receipt by the Client of a final completion report and a final statement approved by the Client in accordance with the above.
- d) No Service Tax will be added while giving payment to the consultant, as the offer of consultant is inclusive of service tax.

Name of Work: - 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

APPENDIX “D”

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
Maharashtra State Road Development Corporation Ltd,

WHEREAS..... (name and address of consultant) hereinafter called “the consultant” has undertaken, in pursuance of Letter of Acceptance No. Dated to execute the project of “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” (hereinafter called “the contract”).

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

AND WHEREAS (Name and address of bank).....we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Consultant, up to a total of Rs..... (Amount of guarantee) (Rupees..... (In words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of..... (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

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

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank.....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy).....

1.....

(Name, Address & Occupation)

2.....

(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.