YCEW & Mumbra Phase Section of NH-4
Operation and Maintenance of
For
Appointment of Independent Engineer
For
RFP Bid Document

(Maharashtra State Road Development Corporation Ltd.)

(A Government of Maharashtra undertaking co.)
Brief Scope of Services

Appointment of Independent Engineer

K.M. 20/400

Pune Expressway and Mumbai Pune Section of NH-4 and NH-4A

Maintenance of YCWL & YCWL (K.M. 131/200 to 20/400) for the work of Operation and Maintenance of Municipal Pipeline for Pune Expressway. The project work is being executed under the Maharashtra State Road Development Corporation Ltd. (MGRDC). The project has been entrusted with the development, maintenance and management of various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra. MGRDC is setting up various infrastructure projects in the State of Maharashtra.
5. ADDRESS FOR COMMUNICATION

The consultancy firms will be selected as per the guidelines as indicated in RFP. Therefore, WSRDC will not be responsible for any delay in receiving the proposal and proposal should be submitted on the RFP bid document issued by WSRDC.

PROPOSAL SUBMISSION

Data sheet, not later than 1500 hrs as on 08.07.2014. Sealed proposals should reach WSRDC on the address for communication give in

SUBMISSION OF DOCUMENTS

Section-V -- Various Annexure A to N
Section-IV -- Terms of Reference (TOR) with Annexure-I to Annexure-IV
Section-III -- Data Sheet
Section-II -- Conditions of Contract with Format of Agreement
Section-I -- Letter of Invitation (LOI) with Annexure-I

Consultants bid document consists of four sections as under:

2. THE BID DOCUMENT

Appointment of Independent Engineer
Letter of Invitation (LOI)

Section 1
Section-1: Letter of Invitation (LOI)

Appoinment of Independent Engineer

Dear Sir,

The Maharashtra State Road Development Corporation Limited (MSRDC) is hereby inviting proposals from eligible and experienced consultant firms for the appointment as Independent Engineer for the work of Maintenance of Mumbai-Pune-Wai Expressway and Maintenance of Mumbai-Pune Expressway for the work of Short Term Improvements and Operation & Maintenance of Mumbai-Pune Section of NH-4 (Km. 731 to Km. 820) as per the Terms of Reference (TOR) issued by MSRDC.

The selected consultant will be responsible for the technical and administrative supervision of the work, including the preparation of progress reports, submission of claims, and ensuring the smooth execution of the work.

The consultant will be expected to have a minimum of 10 years of experience in similar projects and shall have a proven track record of successful completion of projects of a similar nature.

Interested firms are requested to submit their proposals along with the required documents and qualifications as per the TOR within 15 days from the date of publication of this notice.

MSRDC reserves the right to reject any proposal or to conclude the selection process without assigning any reasons.

The selected consultant will be required to enter into a written contract with MSRDC, and the terms and conditions of the contract shall be mutually agreed upon.

Sincerely,

[Signature]

Sup: Invitation of Proposal from consultants for appointment as Independent Engineer
Indicated in the Data Sheet. MSDC will respond by cable, telefax or such description in writing or by telefax only if the MSDC’s address.

Consulting requiring any clarification of the RFP must notify MSDC in

Annexed with the RFP document.

To enable you to prepare a proposal, please read and use the attached documents.

Venture/Association of two or more firms is not allowed.

This request for proposal is invited only from the eligible consultants who are

1.7.2 (A certificate copy of the resolution shall accompany the proposal)

Limited Company or a Corporation.

by a duly authorized person holding the power of Attorney in case of a

1.7.1 (A certificate copy of the power of Attorney shall accompany the proposal)

by the partner holding the power of Attorney in case of a firm in partnership

by the proprietor in case of a proprietary firm.

The proposals must be properly signed as detailed below:

1.7 Reasons.

submitted and reserves the right to reject any or all proposals without assigning any

cost of the assessment and (ii) MSDC is not bound to accept any of the proposal

including visits to the site and to MSDC offices etc. are not reimbursable as

Please note that (i) cost of preparing the proposal and of negotiating the contract

Consultant for appointment as an Independent Engineer.

1.5 MSDC, based on the financial bid and the technical score will finally select one

provided as an Independent Engineer to have overall idea of the scope of the work to be supervised and services to be

Agreement is made available with this RFP document so as to enable consultants

and take them into account in preparing your proposal. A copy of the Contract

submitting the proposal. You must fulfill all information you will and the local conditions

and the local conditions, you are requested to visit the project site before

To obtain first hand information on the assignment and the details of nature of work

Expressway and Motorway Section of NH-4 (K.M. 131/200 to K.M. 20/400) in the

Appointment of Independent Engineer
<table>
<thead>
<tr>
<th>Period of Assignment</th>
<th>No. of Persons</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Months</td>
<td>1</td>
<td>60 Years</td>
</tr>
<tr>
<td>36 months</td>
<td>4</td>
<td>Maintenance Engineer</td>
</tr>
<tr>
<td>09 Month</td>
<td>1</td>
<td>60 Years</td>
</tr>
<tr>
<td>36 Month</td>
<td>2</td>
<td>Traffic Engineer</td>
</tr>
<tr>
<td>36 Month</td>
<td>1</td>
<td>Permissible No. of Persons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Decision</td>
</tr>
</tbody>
</table>

3.2 TECHNICAL PROPOSAL

(1) Financial Proposal
(2) Technical Proposal

You are requested to submit your proposal in following two covers:

3.4 Preparation of Proposal

The deadline for the submission of proposal document and it will be binding on them. MSRD may at its discretion extend the notice in writing or柔性 to the consulting firms who have been issued the RFP consulting firm. Modify the RFP documents by amendment. The amendment will be whether on its own initiative or in response to a clarification requested by a request and copies of the response will be sent to address consulting.

Appointment of Independent Engineer
Attendant penalty in the form of deduction in fees as decided by MSRTC.

Any substitution at later stage will require written approval of MSRTC and may enure continuous unavailability of these key persons for entire contract period.

The project consultant should make all necessary arrangements to maintain an engineer required to be available right from the beginning of Team Leader, the Highway Maintenance Engineer and the Assistant Highway

consulted.

considering with current Independent Engineer for this project will not be

Annexure-1, Section - I (LOI) of RFP Document, CV's of Key personal

requirements of all key personnel and sub-professional staff are listed in

TOF of RFP Document, the minimum qualifications, experience and other

submitted for each position in the given format of Annexure-11 of

No allowance to Key Personal shall be proposed and only one CV should be

the assignment indicated in the RFP should be strictly adhered to.

the assignment within the total estimated cost. It is stressed that the time period for

provided for timely and satisfactory implementation and completion of the

support personnel, both technical and administrative staff which needs to be

of requirement of personnel is also furnished in the RFP, which shall be the

Total assignment period is indicated in the Data Sheet. A schedule in respect

given to the following:

3.2.3

During preparation of the technical proposal, particular attention must be

considered for this assignment again.

consulted with the Independent Engineer consultant for this project will not be

Specified above on the date of submission of proposal Key Personal serving

The age of any of the Key Personnel should not be more than 60 years as

above shall be evaluated at the time of evaluation of technical proposal.

be necessary to undertake the assignment CV's of all the personnel mentioned

free to submit their proposal on the basis of the requirements which they consider to

and sub-professional staff are given under Annexure-1. The Consultant should feel


Note:

Appointment of Independent Engineer
person x months) for each Key Personnel.

The services, supported by clear diagrams showing the time proposed and estimated or total time effort (person x months) to be provided for each service, are scheduled in the TOR and procedure for quality assurance. Equipment and procedure, any change proposed in the methodology, services illustrated with bar charts of activities, including survey and proposed work programme and methodology for the execution of the project, and photographs of proposed sites shall be included.

The curriculum vitae (CV) recently signed in blue ink by the proposed Team and Task Assignment.

The composition of the proposed Team and Task Assignment shall include the following information:

3.2.4 Performing the assignment must be in English language. A good working knowledge of English language is essential for key personal.

For a period of two years for all projects of MSFDC, persons remain absent for long period, such key personal shall be debarred from engaging in other projects. However in spite of such deduction, if any key personal is in forced deduction in a month or six months, the project in case of non-availability of key personal, when required, will not be affected for entire duration of the project assignment and that will not affect the project proposal.

The technical proposal and O&M contractor's proposal must be furnished in accordance with the key personal assignment.
3.3.4 Only the rental of equipment/software(s) shall be charged so as to be made in Indian Rupees only by MSRDC.

3.3.3 Costs shall be expressed in Indian Rupees only. The payments shall be for any tax payable by the consultant for the assignment, including cost of insurance and service tax and MSRDC shall not be liable.

3.3.2 The financial proposal shall take into account all types of the tax liabilities.

considered non-responsive and shall be Rejected.

in Section - 1v (TOR) of RFP document provided by MSRDC, shall be conditional offer of the proposal not furnished in the formal attached words.

financial proposal shall clearly indicate the fees in Rs. in figures and Rs. in formats attached in Annexure-lll to TOR, in original provided by MSRDC. The documents, surveys etc., financial proposal shall be prepared strictly in the documents, surveys etc., financial proposal shall be prepared strictly in the documents, surveys etc., financial proposal shall be prepared strictly in the documents, surveys etc., financial proposal shall be prepared strictly in the documents, surveys etc., financial proposal shall be prepared strictly in the The financial proposal shall include the costs associated with the assignment.

3.3.1 The financial proposal shall include the costs associated with the assignment.

FINANCIAL PROPOSAL

3.3

RFP document, if the consultant does not fill in the criteria, his financial proposal will not be opened.
The minimum essential requirement in respect of qualification and experience in technical proposal has been indicated in Section - I (LOI) of the RFP document. The technical proposal shall not include any financial proposal.

3.2.7 The minimum essential requirement in respect of qualification and experience in technical proposal has been indicated in Section - I (LOI) of the RFP document.

3.2.6 MSRDC will carry out the evaluation of the technical proposal and will allocate technical score.

The technical proposal shall include any financial proposal.

before award of the work.
equipments during technical negotiation
would however, be subject to written approval of the MSRDC. These agreements with the agencies need to be furnished to MSRDC. These agreements with the agencies need to be furnished to MSRDC.

3.2.5 In case the consultant envisages outsourcing certain specialized

Appointments of Independent Engineer
5.2 The technical evaluation will be carried out by applying marks system. Prior to the evaluation of the period of proposal validity, MSRDC will notify the successful consultant who has scored at least 75 marks out of 100 in the technical proposal by a registered letter. No technical proposal scoring less than 75 marks will be deemed non-responsive and the corresponding price envelope will not be opened and the offer will not be considered.

6. A two-stage procedure will be adopted in evaluating the proposals. MSRDC will allocate weight to technical proposals as follows:

### EVALUATION OF PROPOSAL

(SSection-III) from the last date of receipt of bid document, the proposal must be valid for the number of days stated in the DATA SHEET.

The bid must be delivered at the address or before the time and date stated in the DATA SHEET (Section-III).

The bid must be delivered at the address or before the time and date stated in the DATA SHEET (Section-III).

The proposal must contain no insertions or overwriting except as necessary to correct errors made by the consultant themselves in which case such corrections must be initialed by the person or persons signing the proposal.

The proposal must be countersigned by the person or persons authorized to sign the proposal.

Each proposed (all the two envelopes) will be sealed in an outer DRILL FOR BID SECURITY.

Outside Envelope - Small contain envelope No. 1 & 2

Envelopes No. 2 - Financial Proposal (Annexure-III)

Envelopes No. 1 - Technical Proposal (Annexure-III)

Marking on envelope shall be as below:

### SUBMISSION OF PROPOSALS

Appointment of Independent Engineer
The number of points to be given under each of the evaluation criteria are:

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualification</td>
<td>30</td>
</tr>
<tr>
<td>Existing Employment with Firm</td>
<td>20</td>
</tr>
<tr>
<td>Relevant Experience for similar type of Projects</td>
<td>25</td>
</tr>
<tr>
<td>Relevant Experience for O&amp;M of Multiline</td>
<td>25</td>
</tr>
<tr>
<td>Highway/Expressway Experience</td>
<td>100</td>
</tr>
</tbody>
</table>

and competence of key staff are:

5.3.2 Weightage Points for Key Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification and Relevant Experience of the proposed Key Professionals and Personnel</td>
<td>40</td>
</tr>
<tr>
<td>Technical &amp; Investigation Equipment and methodology</td>
<td>20</td>
</tr>
<tr>
<td>Familiarity with the TOR</td>
<td>10</td>
</tr>
<tr>
<td>Familiarity with the TOR and methodology</td>
<td>10</td>
</tr>
<tr>
<td>Familiarity Relevant Experience for such Projects in</td>
<td>20</td>
</tr>
<tr>
<td>Qualification and Relevant Experience of the proposal</td>
<td>60</td>
</tr>
<tr>
<td>5.3.1 Evaluation Criteria for Technical Proposal</td>
<td>No</td>
</tr>
<tr>
<td>The points for evaluation criteria are as stated below under clause 5.3.1 to 5.3.3</td>
<td></td>
</tr>
</tbody>
</table>
6.3 MSRC will not consider substitutions of key staff during negotiations.

6.2 Negotiations will commence with the discussion of the Technical Proposal,

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

\[
\text{Final score} = \frac{15 \times 60 + F_S \times 40}{50 \times 60 + F_S \times 40}
\]

6.1 Negotiations normally take from two to five days. The aim is to reach an agreement on all points and finalize a draft contract by the conclusion of negotiations.

5.5 The total score will be a weighted average of the technical score (T_S) and financial score (F_S), i.e., technical evaluation score will have 60% weightage and financial score (F_S) will have weightage of 40%. The weighted average total score will be given a financial score (F_m). The total score of a financial proposal or the work (F_m) will be given a financial score (F_S).

5.4 Second stage of evaluation:

Appointment of Independent Engineer
CARrys no interest.

The performance security will be valid for the entire contract period plus an additional one year or transfer of liabilities to another contractor. 

The performance security submitted shall be in the form of a cash bond from the date of issue or acceptance letter in favor of the contractor.

Performance security shall be submitted within 15 days of the date of issue or acceptance letter.

The successful consultant whose offer has been accepted will have to pay a sum of 8.2% of the contract value of the amount from the performance security in addition to penalty.

Any deficiency in services will lead to imposition of penalty as per MSRDC. Any direct loss or damage which may occur due to the contractor’s negligence or other defect may be recovered from any due payable to the consultant under this contract. If any reduction in payment of professional charges and if required the penalty amount will be recovered from the client or any other source of work within the scope of work under the contract.

6.4. The regulations will be concluded with a review of the draft form of contract.

Appointment of Independent Engineer

Performance Security

The selected consultant is expected to commence the assignment from the date of work order.

The contract will be awarded after the regulations in the draft form of contract.

Award of Contract

The regulations in the draft form of contract shall be awarded to the consultant who has been selected.

Penalty

The consultant and the contractor will fulfill the contract to conclude regulations.

MSRDC
PUNE-411001
MSRDC, Camp Office,
Chief Engineer.

End: As above
Submit the proposal.
We shall appreciate you informing us by Fax / Letter, whether or not you will
Confirmation

Appointment of Independent Engineer
Programmes, Lane Closures, Traffic Management, Safety Measures, etc.) or related activities (like preparing and monitoring of Maintenance Manual, Maintenance Exercise as Team Leader or in similar capacity in dealing with O&M and other experience as Team Leader in highway engineering including 3 years of minimum 15 years of experience in highway engineering with higher qualification in highway engineering with a

This position requires a Highway Engineer who shall be a Post Graduate in Civil

Construction, operation, maintenance of highway projects of large magnitude.

The candidate should have a proven record of supervising, coordinating, and managing of work of other experts in his team as well as those of the Consultants. The candidate shall undertake Project site visits and shall guide, supervise, coordinate and monitor the reports on each & every accident on the Project Highway involving fatalities. He shall special emphasis on traffic management & safety of road users during such lane closures & inspections. Analyse and suggest remedial measures in the form of a report on each & every accident on the Project Highway involving fatalities. He shall

special emphasis on traffic management & safety of road users during such lane closures & inspections. Analyse and suggest remedial measures in the form of a report on each & every accident on the Project Highway involving fatalities.

This is the senior most position and the expert engaged as the team leader shall be

TEAM LEADER CIVIL HIGHWAY ENGINEER

remedial measures etc. The reports shall be made only after receipt of such reports.

Minimum Qualification of Key Personnel & Sub Professional Staff

NH-4 (K.M. 131 to 200 & K.M. 20 to 400).

Appointment as Independent Engineer for the work of Short Term Improvements and

Annexure-1 to LoI

Appointment of Independent Engineer
The Road Safety Expert shall perform all the traffic safety measures taken by the Traffic and Transportation Expert, after conducting an expert review and checking the traffic management.

TRAFFIC AND TRANSPORTATION SAFETY EXPERT

The Traffic and Transportation Safety Expert shall be an added advantage in construction, operation, and maintenance of PPP projects. He shall have at least five years of experience in traffic management with particular emphasis on traffic safety features, toll plaza layout, toll collection methods, and user facilities. He shall also review design of intersections and roundabouts, traffic management plans, and survey/analysis of projects, and assignment of personnel to be carried out by the Traffic and Transportation Expert.

HIGHWAY MAINTENANCE ENGINEER

The experience in PPP project shall be an added advantage. The experience in maintenance manual programs as per the contract provisions, related aspects in maintenance manual programs as per the contract provisions, and completion of 20 km construction projects. The Highway Maintenance Engineer shall be responsible for undertaking the recurring periodic inspection of project highway/expressway and supervision of construction/operation of works of existing road. He should have executed work of route survey, design of major projects, and coordinate design methods for civil engineering.

Appointment of Independent Engineer
similar capacity for a minimum period of 2 years. He should have worked for at least one road project of similar type and on similar experience in the field of surveying or of which 5 years should be for highways.

The candidate should be a Graduate in Civil Engineering with at least 6 years professional experience in survey engineering.

1. **SURVEY ENGINEER**

SUB PROFESSIONAL STAFF

capacity for a minimum period of 2 years. He should have worked for at least one road project of similar type and on similar

Horiculture / Arbourculture. He should have at least 6 years professional experience in Horiculture / Arbourculture. He should have at least 6 years professional experience in Horiculture / Arbourculture.

The candidate should be a Graduate in Agriculture Science with specialization in Horticulture.

2. **HORTICULTURE EXPERT**

and experience in an added advantage.

period of 2 years. Experience in operation and maintenance of multi-lane highways and multi-lane highways is an added advantage.

The candidate must have at least 6 years professional experience in Multi-lane highways.

The candidate should be a Graduate in Civil Engineering with 5 years experience in Multi-lane highways.

3. **ASSISTANT HIGHWAY MAINTENANCE ENGINEER**

an added advantage.

and multi-lane highways would be preferred. The experience in PUP project shall be

period of the Team of IC or otherwise. Experience in development countrysides on Expressways

have undertaken at least one road safety audit of completed 4/6 lane highways as part

with implementation of advance highway safety measures. The candidate should

provided with advance highway traffic surveillance and management system along

multi-lane highways, out of which 3 years should be on highways/Expressways

least 15 years of experience in Highway Traffic management and safety systems on

higher qualification in Traffic/Transportation/accident related fields. He should have at

The candidate should be a post graduate in Transport Engineering preferably with

provisions of O/D workplace etc. as proposed by the Consortium.

- Ensure: Emergency response arrangement, accident data, reports, safety
- Supervise: Safety audit inspection once in every quarter and furnish a detailed report.
- Review: Other insurance coverage taken by the Consortium. He shall also look into the causes of various accidents and
- Set of Concessions:
- Safety of workers, road users and generating awareness/ training of the

Appointment of Independent Engineer
4. **HTMS/ Tolling Expert**

Highway projects or similar projects.
Least 5 years professional experience for high-speed rail, toll stations, etc.
The candidate should be a graduate in Electrical Engineering. He should have at least 10 years of experience.

3. **Electrical Engineer**

Candidate should have handled at least one road project in similar capacity.
In highway engineering, the candidate should have 5 years of experience and should have handled in civil engineering with adequate computer training or.

2. **CAD Expert**

CAD-based equipment and understanding of data collection, digital level, GPS.
Projects of similar nature. This position requires knowledge of modern highway projects.
The candidate should also have at least 2 years of experience in highway engineering with at least 10 years of experience in the field of road engineering.

Appointment of Independent Engineer
Appointment of Independent Engineer
(Name of Consultant)

_____________________

And

_____________________

(Name of Client)

Between

CONTRACT FOR CONSULTANT'S SERVICES

DRAFT FORM OF CONTRACT

Appointment of Independent Engineer
5.5 Payment
5.4 Services, Facilities and Property of the Client
5.3 Change in the Applicable Law
5.2 Access to Land
5.1 Assistance and Exemptions

5. Obligations of the Client
4.6 Resident Project Manager
4.5 Removal and/or Replacement of Personnel
4.4 Working Hours, Overtime, Leave etc.
4.3 Approval of Personnel
4.2 Description of Personnel
4.1 General

4. Consultants' Resumes and Job-consultations
3.10 Equipment and Materials Furnished by the Client to be the Property of the Client by the
3.9 Documents
3.8 Reporting Obligations
3.7 Consultants, Action Engaging Clients' Prior Approval
3.6 Accounting, Inspection and Auditing
3.5 Insurance to be Taken out by the Consultants
3.4 Liability of the Consultants
3.3 Confidentiality

3.2.1 Provision of Consulting Activities
Engage in certain activities
3.2.1 Consultants and Affiliates Not to
Commission, Discounts, etc
3.2 Consultants not to Benefit from
3.2 Conflict of Interest
3.1.2 Law Governing Services
3.1 Standard of Performance
3.1 General

3. Obligations of the Consultants
V. Disposal of Environmental To Elimination
V. Payment upon Termination
IV. Cessation of Services

Appointment of Independent Engineer
Appendices

III Special Conditions of Contract

8.2 Dispute Settlement

8.1 Arbitrable Settlement

7.2 Operation of the Contract

7.1 Good Faith

7. Fairness and Good Faith

6.4 Mode of Billing and Payment

6.3 Currency of Payment

6.2 Reimbursement and Reimbursable Expenditures

6.1 Cost Estimates, Ceiling Amount

6. Payments to the Consultants

Appointment of Independent Engineer
The following Appendices:

Ap: Appendix M
Ap: Appendix L
Ap: Appendix K
Ap: Appendix J
Ap: Appendix I
Ap: Appendix H
Ap: Appendix G
Ap: Appendix F
Ap: Appendix E
Ap: Appendix D
Ap: Appendix C
Ap: Appendix B
Ap: Appendix A

Annexures

Section V

Appointment of Independent Engineer
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

2. The mutual rights and obligations of the Client and Consultants shall be as set forth in Appointment of Independent Engineer.

Consultant
Corporation Ltd
Williamfish State Road Development
FOR AND ON BEHALF OF
FOR AND ON BEHALF OF

Witneses:

Witneses:
Conditions of Contract may be amended or supplemented:

"SC" means the Special Conditions of Contract by which these General Conditions of Contract are amended or supplemented.

"Personnel" means the personnel referred to in Clause GC 4.2(a).

Government means the government of the country, its local or regional government and any part thereof.

"Member" in this Contract means the Consul means the Consul of the Members Country.

"Party" means the Client or any Sub-contractor by the Consultans or by any Sub-contractor, as the case may be, or his assignee.

"Effective Date" means the date on which this Contract comes into force and effect.

"Applicable Law" means the laws and any other instruments having the force of law in the country or in such other country as may be specified in the Special Conditions of Contract (SC) or as they may be issued by the appropriate authority in the country in force when these General Conditions of Contract were issued.

Definitions

1. GENERAL PROVISIONS

1. Appointment of Independent Engineer.
A party may change its address for notice hereunder by giving the other Party notice in the SC.

Notice will be deemed to be effective as specified in the SC.

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, return receipt requested, or facsimile to such Party at the address specified.

The headings shall not limit, qualify or affect the meaning of this Contract.

Interpretation of this Contract

The binding and controlling language for all matters relating to the meaning of this Contract has been executed in the language specified in the SC, which shall be the language shall be governed by the applicable law. This Contract’s meaning and interpretation, and the relation between the Parties are governed by the Contract law.

Services performed by them or on their behalf hereunder; consulting, if any, performing the Services and shall be fully responsible for the consultant’s, subject to this Contract, have complete charge of personnel and sub-

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent, as between the Client and the Consultants. The

Relation between the Parties

"Consultant", the Consultants or a Sub-Consultant

"Client" means any person or entity other than the Government, the 1.2

"Third Party" means any person or entity other than the Government the 1.1

part of the Services in accordance with the provisions of Clause 3.7, and "Sub-Consultant", means any entity to which the Consultants subcontract any

Appointment of Independent Engineer
shall have any claim against the other Party with respect hereto.

shall be null and void, and in the event of such a declaration by either Party, neither Party, not less than four (4) weeks written notice to the other Party, declare this Contract to contract signed by the Parties as shall be specified in the SC. either Party may, by

**Termination of Contract for Failing to Become Effective**

If the SC have been met.

Services, this notice shall confirm that the effectiveness of conditions, if any, listed in Client's notice to the Consultants insuring the Consultants to begin carrying out the this Contract shall come into force and effect on the date (the Effective Date) of the

**Effectiveness of Contract**

Commencement, completion, modification and Termination of Contract

under the applicable Law.

Personal pay such taxes, duties, fees and other impositions as may be levied unless otherwise specified in the SC, the Consultants, Sub-Consultants and

**Taxes and Duties**

be taken or executed by the officials specified in the SC.

Permitted to be executed, under this Contract by the Client or the Consultants may

Any action required or permitted to be taken, and any document required or

**Authorized Representatives**

the Client

Contract, including without limitation the receiving of instructions and payments from exercising all the Consultants' rights and obligations towards the Client under this Members hereby authorize the entity specified in the SC to do on their behalf in

In case the Consultants consist of a joint venture or more than one entity, the

**Authority of Member in Charge**

County or elsewhere, as the Client may approve. locations, whether in government's

hereto and, where the location of a particular task is not so specified, at such

The services shall be performed at such locations as are specified in Appendix A

**Location**

appointment of Independent Engineer
action by Government agencies.

power of the Party invoking Force Majeure to prevent, compromise or any other
except where such strikes, lockouts or other industrial action are within the
or other adverse weather conditions, strikes, lockouts or other industrial action
is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood
reasonably be considered impossible in the circumstances, and includes, but
performance of its obligations becomes impossible or so impractical as
beyond the reasonable control of a Party, and which makes a Party's

For the purposes of this contract, "Force Majeure" means an event which is

2.7.1 Definition

Force Majeure

2.7

2.6 Modification

Modifications of the terms and conditions of this contract, including any modification

of any proposals for modification made by the other Party.

Pursuant to Clause 2.7 hereof, however, each Party shall give due consideration

Party, and shall not be effective until the consent of the Client has been obtained.

or the scope of the Services may only be made by written agreement between the

Modifications of the Terms and Conditions of this Contract, including any modification

or agreement not set forth herein.

Parties shall not be bound by or be liable for any statement, representation, promise

Parties. No agent of representative of either Party has authority to make, and the

This contract contains all covenants, stipulations and provisions agreed by the

2.5 Entire Agreement

such time period after the Effective Date as shall be specified in the SC.

when services have been completed and all payments have been made at the end of

unless terminated earlier pursuant to Clause 2.9 hereof. This contract shall expire

2.4 Expiration of Contract

after the Effective Date as shall be specified in the SC.

The consultants shall begin carrying out the services at the end of such time period

2.3 Commencement of Services

Appointment of Independent Engineer

2.2
2.7.4 Extension of Time

Event of Force Majeure:

(c) The Parties shall take all reasonable measures to minimise the consequences of any possible

and shall immediately give notice of the restoration of normal conditions as soon as

accordance with such event, providing evidence of the nature and cause of such event,

as soon as possible, and in any event not later than fourteen (14) days following the

removal such Party's inability to fulfil its obligations hereunder with a minimum of delay.

2.7.3 Measures to be Taken:

with the objective of carrying out the terms and conditions of this Contract.

all reasonable precautions, due care and reasonable alternative measures, shall

an event of Force Majeure. Provided that the Party affected by such an event has

to be a breach of or default under this Contract nor any of its obligations hereunder shall not be considered

2.7.2 No Breach of Contract

Payment Required hereunder:

Force Majeure shall not include insolvency of funds or failure to make any

hereunder.

Contract and (b) void or overcome in the carrying out of its obligations

expected to both (a) take into account at the time of the conclusion of this

employees, nor (ii) any event which a different Party could reasonably have been

of international action of a Party or such Party's SUB-contractors or agents or

Appointment of Independent Engineer

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If the Consultant is blocked or deprived for Govt assignments by any State
b) the Consultant is blocked or deprived for Govt assignments by any State

such further period as the Client may have subsequently approved in writing:

The remainder of suspension or within
The remainder as specified in a notice of suspension pursuant to Clause GC 2.8
a) if the Consultants fail to remedy a failure in the performance of their obligations

2.9.1 Termination of this contract:

occurrence of any of the events specified in paragraphs (a) to (g) of this Clause GC
2.9.1, by the Client

2.9

By the Client

termination

(30) days after receipt by the Consultant of such notice of suspension.

(30) days after receipt by the Client of a written notice of not less than sixty (60) days, such notice to be given after the
request the Consultant to remedy such failure within a period not exceeding thirty
that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall
obligations under this Contract, including the carrying out of the Services, provided
payments to the Consultant. If the Consultant fail to perform any of their
The Consultant, by written notice of suspension to the Consultant, suspend all

2.8 Suspension

taken in the circumstances.

obligations, and in realizing the Services after the end of such period.

Not later than thirty (30) days after the Consultant, as a result of an event of Force

2.7.6 Consultation

Consultation

The Services and in realizing the Services after the end of such period for the purpose of
reasonably and necessarily incurred by them during such period for the purpose of
force majeure, the Consultant shall be entitled to be reimbursed for additional costs
During the period of their inability to perform the Services as a result of an event of

2.7.5 Payments

Application of Independent Engineer

masaj
MernaC may terminate this contract:

1. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2. If the Consultant, in the judgment of the Client, has not performed or fraudulently misrepresented its services.

3. If the Consultant, after submission of the Client's statement, is unable to perform a material obligation or duty.

4. If the Consultant's obligations or interests of the Client and which the Consultants know to be false.

5. If the Client determines that the Consultant's financial condition or solvency is not sufficient.

6. If the Consultants fail to comply with any final decision reached as a result of a receivership or voluntary liquidation of the Members.

7. If any entity, other than the Members, holds or enforces any valid or enforceable claim or lien against the Members.

8. If the Consultants fail to comply with any notice to cease.

9. If the Consultants fail to comply with any final decision reached as a result of a settlement pursuant to clause GC 10 hereof.

10. In the event of the death of a party or any law or agreement to the contrary.

Appointment of Independent Engineer
2.9.3 Cessation of Rights and Obligations

Settlement pursuant to clause GC 10 hereof:

(a) if the Client fails to comply with any final decision reached as a result of

material breach of the Services for a period of not less than sixty (60) days; or

(b) if the result of force majeure, the Consultants are unable to perform a

material breach of the Services within forty-five (45) days of such longer period as

overdue.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days written notice to the Client,

terminate this Contract:

paragraphs (a) to (d) of this Clause GC 2.9.2, terminate this Contract:

such notice to be given after the occurrence of any of the events specified in

Appointment of Independent Engineer
Resulting decision.

Terminated on account of such event except in accordance with the terms of any

clause for settlement pursuant to Clauses GC 10 hereto, and the Contractor shall not be

liable for any loss, expense or cost occasioned by such event within forty-

(40) days after receipt of notice of termination from the other party. After the
gc 2.9.1, or in Clause GC 2.9.2 hereto has occurred, such party may, within forty-

If either party disputes whether an event specified in paragraphs (a) to (e) of Clause

c 2.9.6 disputes about Events of Termination

Consultants’ personnel and their eligible dependants.

orderly termination of the Contract including the cost of the return travel of the

2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and

c 6 hereto except in the case of termination pursuant to paragraphs (a) to (d) of clause GC

c 2.9.6 actually incurred prior to the effective date of termination, and

(b) reimbursable expenditures pursuant to Clause GC 6 hereto for expenditures

performed prior to the effective date of termination

(a) remuneration pursuant to Clauses GC 6 hereto for services satisfactorily

rendered.

Claim.

Against these payments any amount that may be due from the Consultant to the

Client shall make the following payments to the Consultants (after offsetting

upon termination of this contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereto.

2.9.5 Payment upon Termination

shall process as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereto.

Removal of equipment and materials furnished by the Client, the Consultants

expended for this purpose to a minimum. With respect to documents prepared by

close in a prompt and orderly manner and shall make every reasonable effort to keep

disposition of receipt of such notice, take all necessary steps to bring the Services to a

cessation of Services

Apportionment of Independent Engineer
3.2.2 If the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the Bank or the Association, as the case may be, and other funding agencies and shall at all times exercise such obligations prudently, and the Consultant shall not receive any such additional remuneration.

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

3.2 Conflict of Interests

3.1.2 Law Governing Services

Legitimate Interests in any dealings with Sub-Consultants or Third Parties, including any dealings with the Client, shall be complied with and in respect of any matter relating to the Services, as appropriate, and in respect of any matter relating to the Consultant's compliance with the applicable law. The Consultant shall perform the Services in accordance with the applicable law.

3.1.1 General

Obligations of the Consultants

Appointment of Independent Engineer
under this Contract shall be provided by the Applicable Law.

Subject to additional provisions, if any, set forth in the SC, the Consultants' Liability

3.4 Liability of the Consultants

Consent of the Client.
This Contract is subject to the Client's business or operations without the prior written

services or operations without the prior written

3.3 Confidentiality

The SC.
(b) After the termination of this Contract, such other activities as may be specified in

under this Contract and

countrys which would conflict with the activities assigned to them

3.2.4 Prohibition of Compelling Activities

of the following activities:

(a) During the term of this Contract, any business or professional activities in the

Sub-consultants and their personnel not to engage, either directly or indirectly, in any

The consultants shall not engage and shall cause their personnel as well as their

2.3 Consultants and Affiliates Not to Engage in Certain Activities

Consultants and any entity affiliated with such Sub-consultants, shall be disqualified

The consultants and any entity affiliated with such Sub-consultants, as well as any Sub-

be for the account of the Client.

obtained by the Consultants in the exercise of such procurement responsibility shall

Appointment of Independent Engineer
c) any other action that may be specified in the SC.

Pursuant to the Contract and for the performance of the services by the Sub-consultant and its Personal.

execution of the subcontract, it is hereby declared and the Sub-contractors shall remain fully liable subcontract shall have been approved in writing by the Client prior to the

(i) that the selection of the Sub-consultant and the terms and conditions of the

being understood.

being entered into a subcontract for the performance of any part of the services.

"Consultants' Sub-consultants' Personnel (merely by title but not by name):"

(a) approving such members of the Personnel as are listed in Appendix C

The following actions shall obtain the Client's prior approval in writing before taking any of

Consultants' Actions Requiring Client's Prior Approval

Audited by auditors appointed by the Client. This Contract is inspected the same and make copies thereof as well as to have them represented periodically, and up to one year from the expiration of termination of specifically referred to in the SC, and (ii) shall permit the Client or his designated

and the basis thereof (including such details as may be

accounting principles and in such form and detail as will clearly identify all relevant

Respect of the Services rendered, in accordance with Internationally accepted

The Consultants (i) shall keep accurate and systematic accounts and records in

Accounting, Inspection and Auditing

and maintained and that the current premiums therefore have been paid.

shall provide evidence to the Client showing that such insurance has been taken out

and for the coverage, as shall be specified in the SC, and (ii) to the Client's request.

cost shall be to the Consultant and conditioned approved by the Client's insurance against the risks.

The Consultants (i) shall take out and maintain, at their own, for the Sub-consultants as the case may be (own

Insurance to be Taken Out by the Consultants

Appointment of Independent Engineer

MASC


Description of Personnel

and Sub-consultants, as are required to carry out the services.

The consutlants shall employ and provide such qualified and experienced personnel

General

Consultants, Personnel and Sub-consultants

in an amount equal to their full replacement value.

materials, the Consultants, their own, shall insure them at the expense of the Client

according to the Client’s instructions. While in possession of such equipment and materials in

equipment and materials and shall dispose of such equipment and materials in

Consultants: the Consultants shall make available to the Client an inventory of such

Contract: the Consultants shall be marked accordingly. Upon termination or expiration of this

Equipment and materials made available to the Client

of the Client, and shall be returned to the Consultants after the consultants have been

Equipment and materials, if any, shall be specified in the SC.

Software, if any, shall be specified in the SC.

documents and software. Restrictions about the future use of these documents and

together with a detailed inventory thereof. The Consultants may retain a copy of such

termination or expiration of this Contract, deliver all such documents to the Client.

remain the property of the Client, and the Consultants shall not later than upon

planned drawings, specifications, designs, reports, other documents and software

Documents Prepared by the Consultants to be the Property of the Client

in the said Appendix.

Appendix D related to the form, in the numbers and within the time periods set forth

in the said Appendix.

The Consultants shall submit to the Client the reports and documents specified in

Reporting Obligations

Appointment of Independent Engineer
shall match with work requirements.

4. Working hours and holidays for Personal are set forth in Appendix E hereto and

4.4 Overtime, Leave, etc.

Date of the deployment of each personnel shall be confirmed by MSFDC in writing and shall be recorded in consultation with MSFDC and the Consultant. The starting de-induction of various stages as shown in the manpower schedule are only indicative shall be deemed to have been approved by the Client. The dates of induction and cessation days from the date of receipt of such biographical data, such Personal opinions in writing (stating the reasons for the objection) within twenty-one (21) days of receipt of such biographical data if the Client does not object for review and approval a copy of the biographical data. The Consultant shall submit to the Client for review and approval. In the case of other Personal which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit the Candidate to the MSFDC Office, Personnel/Technical for Personal Review. If a Candidate is found unsuitable at the time of interview, the Firm shall not induce him for experience stated in the CV substantially support the candidacy at the cost of personnel shall furnish supporting documents in support of the qualification and are hereby approved by the Client. The Consultants, before Inducing the name of the Personal and submit consultants list to the Client as well as by name in Appendix C.

Approval of Personnel

Clause GC 6.1 (b) of this Contract

Any other such displacements shall only be made with the Client's written approval.

C. If additional work is required beyond the scope of the Service specified in Appendix C, the estimated periods of engagement of Personnel set forth in Appendix A, the estimated periods of engagement of Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. Provided that such displacements shall not alter the originally estimated period of additional work to the Client, with respect to the estimated periods of engagement of Personnel set forth in Appendix C.

If required to comply with the provisions of Clause GC 3.1 hereof, Personal appointments of Independent Engineer

MSFDC
4.5 Removal and/or Replacement of Personnel

4.5.1 Any of the Personnel provided as a replacement under Clause (a) and (b) above, if the Client finds that any of the Personnel has committed serious misconduct or committed an act of negligence or has been charged with having committed a criminal act of (i) dishonesty or (ii) has reasonable grounds to be dissatisfied with the performance of any of the Personnel, the Client may require the Consultants to withdraw such Personnel from the consultancy at any time beyond the reasonable control of the Consultants, if the Consultants shall provide as a replacement a person of equal or better qualifications. The Consultants shall at the Client's written request specify in the grounds therefore. The Client may thereafter provide as a replacement a person of equal or better qualifications.

4.5.2 During the period of the consultancy, the Consultants shall not be entitled to take any other action as per the contract in addition to replacement. The Consultants shall not be entitled to claim any compensation for any delays in the performance of their services. The Personnel shall not be entitled to vacate the premises except as provided in Appendix C.

Appointment of Independent Engineer

M.S. INC.
celling amount specified in Clause 6.1 (b).

between the parties hereto, and corresponding adjustments shall be made to the

under this Contract shall be increased or decreased accordingly by agreement

and reimbursable expenses otherwise payable to the Consultant.

then the Consultant is entitled to increase or decrease the cost or remunera-

If, after the date of this Contract, there is any change in the Applicable Law with

Change in the Applicable Law

5.2 Services.

access to all land in respect of which access is required for the performance of the

The Client warrants that the Consultant shall have free of charge, unimpeded

5.1 Access to Land

Obligations of the Client

Client shall take charge of the performance of such Services.

Consultant's performance of the Services, a Resident Project Manager, acceptable to the

If required by the SC, the Consultant shall ensure that at all times during the

Resident Project Manager

Personal only in one consultancy contract package.

MSRDC. This kind of relaxation shall however be limited to replacement of two

originally approved may be accepted with reduction in remuneration as approved by

not available as acceptable by MSRDC, replacement with lower qualification than the

(e) In exceptional situations where the replacements will equal or better qualification is

initial action for departure of such Consultant for future projects of MSRDC.

and (y) for total replacement beyond 66% of the total of personnel, the client may

for total replacement between 50% to 66%, remuneration shall be reduced by 15%.

for total replacement between 33% to 50%, remuneration shall be reduced by 10%.

for replacement up to 33% of personnel, remuneration shall be reduced by 5%.

However, for the reason other than death/examine medical ground, (iii) for total

Appointment of Independent Engineer
Provisions as are set forth in the SC. the most direct route (as the Pares referred to, and subject to such additional
data as the Parties shall agree in writing (including time for necessary travel the
determined in accordance with Clause GC 2.3 and Clause GC 2.5 or such other
specification of such personnel in the performance of the services after the date
the performance of the Personnel shall be determined on the basis of time actually

Remuneration shall be subject to price adjustments as specified in the SC.

(i) Remuneration as set forth in Clause GC 6.2 (a) and (ii) Reimburseable

The Consultants

4. Subject to the ceilings specified in Clause GC 6.1 (a) hereof, the Client shall pay to

Remuneration and Reimburseable Expenses

Clause GC 6.1 (a) above, the amount of amounts, as the
in Clause GC 6.1 (a) above shall be increased by the amount of amounts, as the
in Clause GC 6.1 (a) above, the ceiling of ceilings, as the case may be, set forth
necessary additional expenses referred to in Clause 6.1 (a) above, the ceiling or ceilings, as the case may be, set forth
additional payments shall be made to the consultants in order to cover any

(b) Notwithstanding Clause GC 6.1 (a) hereof, if the parties shall agree that

Cumulative charges incurred for the services have reached 80% of ceiling.

Ceiling specified in the SC. the Consultants shall notify the Client as soon as
celling specified in the SC. the Consultants shall notify the Client as soon as
in Clause GC 6.1 (a), payments under this Contract shall be raised monthly and not exceed the

(b) Notwithstanding the provisions of Paragraph 6.2 (a) and (ii) above, if the parties shall agree that

Cost Estimates: Ceiling Amount

Payments to the Consultants

Provided by Clause GC 6 of this Contract

The Client shall make to the Consultants such payments and in such manner as is
in consideration of the services performed by the Consultant's under this Contract.
calendar month during the period of the Services, the Consultants shall submit to the Client a bill for the fees payable for the Services rendered in such month provided in the SC, and if it is to be in the form set forth in Appendix III of the SC and is acceptable to the Client in an amount (or amounts) specified in the SC, such bank guarantee shall be given to the Client by a bank acceptable to the Client. The fee shall be paid to the Consultants in accordance with the advance payment plan specified in the SC, and as otherwise set forth below.

(a) The consultants shall cause to be paid to the Consultants an advance payment as follows:

Mode of Billing and Payment

6.4

(b) As soon as practicable and not later than fifteen (15) days after the end of each quarter from the contract date, the Client shall have approved in writing, in such form as the Client shall reasonably approve, the fee statement. All fees and expenses paid by the Client for the performance of the Services shall be applied to the estimate in respect of the Services. Any fees and expenses paid by the Client for the performance of the Services shall be paid to the Consultant in the currency of the Government of India.

6.3
(g) The Client shall cause the payment of the consultancy fees as given in the schedule of payment above within sixty (60) days after the receipt by the Client of the final report and a final statement. The services shall be deemed completed and the consultancy terminated as soon as the final statement is accepted by the Client. The Client may be withheld any disbursement pending satisfactory completion of all matters required to be completed by the Client.

(f) The final report and final statement shall be deemed accepted by the Client within sixty (60)-day period, giving written notice to the Consultants within thirty (30) days after receipt of the final report and final statement. The Client shall be deemed satisfied by the final report and final statement if such report is accepted by the Client. Any amount of such report that is not paid within the period specified in the notice will bear interest at the rate specified in the Schedule of Consultancy Fees payable to the Consultant. The interest rate shall be determined by the Client or, in default, the amount shall become payable as from the payment date.

(e) Any payments under the Contract shall be made to the account of the Consultants in accordance with the provisions of this Contract. All payments under the Contract shall be made within thirty (30) calendar months after receipt by the Client of the Consultants' written notice of the amount due. Any such claim by the Client for reimbursement shall be reimbursed by the Consultants to the Client within thirty (30) days of receipt of the Client's written notice of the amount due. Any amount of such claim that is not paid within the period specified in the notice will be deemed accepted by the Client.

(d) The initial payment under this Clause shall be made only after the initial report and a final statement have been submitted by the Consultants and the services have been accepted by the Client within sixty (60)-day period, giving written notice to the Consultants within thirty (30) days after receipt of the initial report and final statement.
MD, MsRDC, whose decision shall be final and binding.

Clause 10.2 (earlier Cl No. 8.2) is promulgated that the dispute may be submitted to
through the cumbersome and costly procedure of resolution of disputes. Instead, in
relying on Arbitration (PC 609.50) is deleted because it is not admissible to go
reference to provision specified in SC. The provision in SC viz. CI No. B.2.1 to B.2.6
The original clause no. 8.2 (now 10.2) Dispute settlement is modified by deleting
section.

The original clause no. 8.2 (now 10.2) Dispute settlement is modified by deleting

9. Foreclosure of services

Foreclosed and no claim for compensation. For any loss sustained by him owning to such
convenience, after giving 15 days notice in writing to the Consultants. The Consultant
has a right to foreclose the contract at any point of time without him gaining such

8. Review of performance -

Clause GC 10 hereof:

This clause shall give rise to a dispute subject to settlement in accordance with
cause or causes of such unreasonableness but no failure to agree on any action pursuant to
will use their best efforts to agree on such action as may be necessary to remove the
this clause. Either party believes that this contract is operating unfairly, the Parties
and without detriment to the interests of either of them, and that to the detriment of
agree that it is their intention that this contract shall operate fairly as between them,
continuous which may arise during the life of the contract, and the Parties hereby

7.2. Operation of the Contract.

The Parties recognize that it is imperative in this Contract to provide for every

7. Good Faith.

The Parties undertake to act in good faith with respect to each other's rights under


Appointment of Independent Engineer
Dispute Settlement

Section 10.2

Any dispute between the Parties as to matters arising pursuant to this Contract or in connection with this Contract or the interpretation thereof, or the business conducted by the Parties, shall be submitted by either Party for settlement to VOCMD, MSRTC, where the decision shall be final and binding.

Amicable Settlement

Section 10.1

The Parties shall use their best efforts to settle amicably all disputes arising.

Settlement of Disputes

Section 10

In the case of a dispute, the Parties shall first make their best efforts to settle the dispute amicably. If the disputes cannot be resolved amicably, either Party may submit the dispute to VOCMD, MSRTC for settlement. The decision of VOCMD, MSRTC shall be final and binding.

There are a few minor corrections such as the word "Contractor is used for the word "Consultant" and "Contractor" shown in previous sections are replaced with the word "Consultant" and "Contractor" respectively.

Implications are involved.

Clause 6.1 (p) to 6.4 (r) relating to payment (P.C. 571 to 6.09) may be checked by the Finance Department. This would also apply to all other clauses where financial implications are involved.

There is no compliation.

The service engineer will design only when sufficiently, in case the Chief Engineer changes, there will be no compliation.

Appointment of Independent Engineer
SPECIAL CONDITIONS OF CONTRACT

A. Amendments of, and Supplements to, Clauses in the General

Conditions of Contract.

1.1. (a) The words "in the Government's country" are amended to read "in INDIA",

Chief Engineer,
MSRDC Camp office Pune
msrdc_pune@rediffmail.com
020 26051761
020 26111831

1.2. Notice will be deemed to be effective as follows:

a) in the case of personal delivery or registered mail, on delivery;

b) in the case of telexes, 24 hours following confirmed transmission;

c) in the case of facsimiles, 24 hours following confirmed transmission;

d) in the case of e-mail, 24 hours following confirmed transmission;

1.8 The officer in Charge:
Chief Engineer,
MSRDC Camp office Pune

1.9 The Authorized Representatives are: Executive Engineer
MSRDC camp office PUNE.
(a) For any indirect or consequential losses or damages and

(b) To the Client:

3.4 Limitation of the Consultant’s Liability towards the Client

The time period shall be 36 (thirty six) months.

2.2 Services and rectification of errors, if any, found during implementation of services.

2.1.1 Approval of the Contract by the Client

The Client will furnish, within 15 days from the issue of letter of acceptance, an

2.1.2 The Client will furnish the contract to the Consultant within 21 days from the issue of letter of acceptance, and

The effectiveness conditions are the following:

1.1 Approval of Independent Engineer

The consultants will use every means to prevent any indirect or consequential losses or damages and

detriment of such loss as may be lawfully imposed. During the term of this contract, the Client shall perform such duties in regard to the

levels and other instructions issued under the existing, amended or enacted laws, taxes, duties, fees, etc.

………………………………………………………….

Appointment of Independent Engineer
(o) Professional Liability Insurance as per 3.4 (e) of SC of the consultancy, with a
million for the period of consultancy.
(b) Third Party Liability Insurance with a minimum coverage of Rs. 1.0 million for the
consultancy.
Personal or any Sub-consultants of their Personnel for the period of
submission of proposal and for one year after conclusion of the
(provisional or final) contract, as required by the terms of contract.
(a) Third party motor vehicle liability insurance as required under Motor Vehicles Act.

3.5 The risks shall be as follows:

The risks and the coverage shall be as follows:

3.5.1 taken for a period of five years.
which shall be extended annually for five years. PL shall be uniformly
and professionally
3.5.2 Professional Liability Insurance may be accepted for initially one year

Serious

services

person or firm acting on behalf of the consultants in carrying out the
any, for damage to third parties caused by the consultants or any
(b) This limitation of liability shall not affect the consultants' liability.

Insurance Company may provide an undertaking in this regard.

The contract may include a provision thereby the consultant does not

VI. Individual partners of the joint venture/association

and the joint venture/association entity and not by MFRDC. The

VI. MFRDC by the joint venture/association entity, the policy must be procured and provided

If the consultant enters into an agreement with MFRDC in a joint

contract

and in no case should be for an amount less than stated in the

AOP. The policy must clearly indicate the limit of indemnity in terms of "Any

operating in India.

The policy should be issued only from an insurance company.

Appointment of Independent Engineer
Retirement

Applying following formula:
Remuneration earned in the 13th calendar month after the date of the contract by employees, as specified in Clause GC 62(e), shall be adjusted as follows:

6.2(e) Payments for remuneration made in accordance with Clause GC 62(e) shall be adjusted as follows:

4.6 The person designated as Team Leader (Civil Engineer) in Appendix C:

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client:

3.7(c) The other actions are:

Performance of the Services:
Services and any documents prepared by the Consultants in the performance of the Contract and the performance of this Contract under this Contract. (i) the Consultants properly used in accordance with the applicable laws and provisions of the applicable law. as well as with respect to such provisions of the Consultants and of any sub-contractors. in accordance with the terms of the Contract.

Employees’ Liability and Workers’ Compensation Insurance as required by the Consultant.

Minimum coverage equal to estimated remuneration and reimbursable.

Appointment of Independent Engineer
The following transportation cost:

6.3(b)(i) The reimbursable expenditure in foreign currency shall be the following:

Being equivalent to 1/30th of a month.

and on a calendar-day basis for time spent away from home office (one day attributable to the services (one hour being equivalent to 1/240th of a month) hourly basis for actual time spent in the Consultant's home office and directly attributable to the service and 240th of a month) emotional for periods of less than one month shall be calculated on an

Reimbursement for periods of less than one month shall be calculated on an

applicable salaries and allowances are known.

be subject to revision, with the written approval of the Client, once the

any rates specified for persons not yet appointed shall be provisional and small

of provisions for persons not yet approved shall be provisional and small.

Appendix C and (c) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

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Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other means

Appreciation, (d) the Consolidation, Inc. (ii) that bonuses or other mean

It is understood that the remuneration rates shall cover (a) such salaries

Notwithstanding any other provisions in the agreement in this regard, this provision

from the date of commencement by increasing it by a factor of 5%.

the remuneration of employed personnel suspended in Indian currency pursuant to

Financial Statistics of the country could be considered for adoption.

Wages published by International Monetary Fund in its monthly "International

country of the foreign currency for the month of the date of the contract. (The index

adjustment is supposed to have effect; and ho is the official index for salaries in the

for salaries in the country of the foreign currency for the first month for which the

currency. If ho is the official index

the basis of the rates set forth in Appendix C. For remuneration payable in foreign

Where RF is the adjusted remuneration, Rf is the remuneration payable on

Appointment of Independent Engineer
required by the Consultations for the purposes of the Service.

The cost of communication (other than those arising in India) reasonably

Appendix C:

vaccinations, etc. at a fixed unit price per round trip as specified in
and from airports, airport taxes, passport, visas, travel permits,

Miscellaneous travel expenses such as the cost of transportation to

feet, and

for each adult or each of the foreign personnel, and each eligible

for air travel of each of the foreign personnel.

Every twenty-four (24) month assignment will be reimbursed if

excess baggage of air

per person, or the equivalent in cost of unaccompanied baggage of air

dependent, the cost of excess baggage up to twenty (20) kilograms

dependent of the foreign personnel will be thirty (30) months or

more one extra economy class air trip for their eligible dependents for

for resident staff of the foreign personnel will be thirty (30) months or

than three (3) consecutive months duration. If the assignment period

that stay of such dependents in India shall have been for not less

than six (6) consecutive months or longer, provided

services for periods of six (6) consecutive months or longer, provided

Personal assigned to Resident Duty in India for the purpose of the

children under eighteen (18) years of age or those of the foreign

shall be the spouse and not more than two (2) unmarried dependents

the cost of transportation to and from India of eligible dependents who

consecutive months;

The purposes of the project for a further period of not less than six (6)

upon their return to India, such personal are scheduled to serve for

India. Such personal will be entitled to such extra round trip only if

be reimbursed for every twenty-four (24) months or more in the government's country, an extra round trip will

months or more in the government's country, the extra round trip will

for any foreign personal spending twenty-four (24) consecutive

travel, this shall be by less than first class;

most appropriate means of transport and the most direct possible

Appointment of Independent Engineer
Appointee of Independent Engineer

4) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc. Specified in Appendices A and B hereof.

5) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services as per Appendix H.

6) The cost of personal effect up to as per Appendix G.

7) The cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G.

8) The cost of training of the Client’s personnel outside India, as specified in Appendix G.

9) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G.

10) The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.

11) Any additional payments in foreign currency for properly procured items and services not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Client, and at rates subject to the provisions of Clause SC 6.3. All such payments shall be denominated and paid in local currency equivalent to the foreign currency rate for the period of six months prior to the date of payment.

12) Any such additional payments in foreign currency for properly procured items and services not covered in the foregoing but which may be required by the Parties may have agreed upon pursuant to the provisions of Clause SC 6.3(e) per day, for each of the short-term personnel (i.e., with less than twelve (12) months of consecutive stay in India) for the first sixty (60) days during which such Personnel shall be in India.
10% of the advance payment and local currency portion, i.e., 10% of advance payment made in excess of the bank guarantee shall be in the amount and in the currency of the foreign currency. The advance payment has been fully set off.

The advance payment has been set off in full. The balance against the balance due shall be set off by the client in equal instalments after receipt and verification of advance payment bank. Within 60 days after receipt and verification of advance payment. The balance thus made in foreign currency (US dollar) in the bid shall be made in local currency (INR) in the quoted price in proportion to the quoted price.

(1) An advance payment of 10% of the contract price in proportion to the quoted price.

6.4(e)

The following provisions shall apply to the advance payment and any such additional payments in local currency for proper procurement of services and approved by the client.

(8) The cost of such further items as may be required by the client for the purpose of the services, as agreed in writing by the client, and specified in Appendix H.

(7) The cost of such auxiliary items as may be required by the client for the proper procurement of services, as specified in Appendix H.

(6) The local currency cost of any auxiliary items as may be required by the client for the proper procurement of services, as specified in Appendix H.

(5) The cost of equipment, materials and supplies to be procured locally in India as specified in Appendix H.

(4) All costs for the following locally procured items: local transportation, office accommodation, camp facilities, camp services, shipping and insurance, and all other auxiliary items as specified in Appendix H.

(3) A living allowance for each of the long-term foreign personnel during which such personnel shall be in India:

2. a per diem allowance at a rate in local currency equivalent to $6 per day, for each of the short-term foreign personnel for each day in excess of sixty (60) days

Appointee: Independent Engineer
6.4(e) The accounts are:

- For local currency:
- For foreign currency:

Lending Rate (LIBOR) plus 1% per annum on foreign currency.

The interest rate is 6% per annum for local currency and London Inter Bank
currency, including converted foreign components into local currency.

Interest rate shall be 10% per annum (on outstanding amount) for local
delayed considerably.

check on contractor mis-utilising the full utilisation advance when the work is
except in special circumstances for the reasons to be recorded. This will keep

The mobilisation advance should not be paid in less than two instalments

(i) The Bank Guarantee etc., taken towards security of mobilisation advance

Apptointment of Independent Engineer
<table>
<thead>
<tr>
<th>As per Section IV (TOR) of RFP document</th>
<th>Scope of work and Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>per contract provisions</td>
<td>B 3</td>
</tr>
<tr>
<td>well as Monitoring the Operation and maintenance as</td>
<td></td>
</tr>
<tr>
<td>Independent Engineer for Supervision of the work as</td>
<td></td>
</tr>
<tr>
<td>There is a provision of appointment of the</td>
<td></td>
</tr>
<tr>
<td>Agreement</td>
<td></td>
</tr>
<tr>
<td>out by the contractor as per the provisions of Contract</td>
<td></td>
</tr>
<tr>
<td>operation and maintenance work is presently carried</td>
<td></td>
</tr>
<tr>
<td>concession period with effect from 09/08/2004. Only</td>
<td></td>
</tr>
<tr>
<td>Pune Expressway to one contractor for 15 year</td>
<td></td>
</tr>
<tr>
<td>Improvement to Mumbajl Pune Section of NH-4</td>
<td></td>
</tr>
<tr>
<td>MSRDC had entrusted the work of Four Lanning and</td>
<td></td>
</tr>
<tr>
<td>MSRDC had entrusted the work of operation and maintenance of NH-4</td>
<td></td>
</tr>
<tr>
<td>Government of India had handed over the work of</td>
<td></td>
</tr>
<tr>
<td>construction, operation and maintenance of NH-4</td>
<td></td>
</tr>
<tr>
<td>Government of India had handed over the work of</td>
<td></td>
</tr>
<tr>
<td>operation in Stages from 2000 to 2002. Later on the</td>
<td></td>
</tr>
<tr>
<td>completed it in different Stages. The road is put into</td>
<td></td>
</tr>
<tr>
<td>Expressway by Coir of Infrastructure on BOT basis and</td>
<td></td>
</tr>
<tr>
<td>MSRDC has assigned the construction of Mumbajl Pune</td>
<td></td>
</tr>
<tr>
<td>The Description of the Project</td>
<td>A 3</td>
</tr>
<tr>
<td>Prypadashrami Park, Napean Sea Road, Mumbajl</td>
<td></td>
</tr>
<tr>
<td>Maharashtra State Road Development Corporation Ltd.</td>
<td></td>
</tr>
<tr>
<td>(K.M 131/2000 to K.M 20/400)</td>
<td></td>
</tr>
<tr>
<td>Appointment of Independent Engineer for the work of</td>
<td></td>
</tr>
</tbody>
</table>

*Reference to corresponding paragraphs of Lot are mentioned along side*

**DATA SHEET**

**Section III**

Appointment of Independent Engineer
<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>As per Anuexure-I of Section-I (LO)‘.</td>
<td>14</td>
</tr>
<tr>
<td>Personal Experience of Key Qualification and</td>
<td></td>
</tr>
<tr>
<td>Eligibility Requirement</td>
<td>13</td>
</tr>
<tr>
<td>The name of consultants appearing in the list of eligible</td>
<td></td>
</tr>
<tr>
<td>The Bid Document shall be submitted at above address</td>
<td>11</td>
</tr>
<tr>
<td>Validation Period</td>
<td></td>
</tr>
<tr>
<td>The Bid Document shall be valid till 120 days from the last date of receipt</td>
<td></td>
</tr>
<tr>
<td>$NR. 0 or before 08.07.2014 up to 15.00 hrs.</td>
<td></td>
</tr>
<tr>
<td>Consultancy Fee:</td>
<td>10</td>
</tr>
<tr>
<td>Rs. 3.50/- per month for 36 months (approx.)</td>
<td></td>
</tr>
<tr>
<td>Performance Security</td>
<td>9</td>
</tr>
<tr>
<td>Rs. 2.5% of Rs. 00.00/- or 10% of the cost of accepted proposal</td>
<td></td>
</tr>
<tr>
<td>Tel. No. 0222571910 Fax: - 022 2647793</td>
<td>8</td>
</tr>
<tr>
<td>Chief Engineer, MSRTC/BSRTC/SEMTC/Owner’s representative, near</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>L.t.d. Peddibele, Mangaluru, Karnataka</td>
<td>7</td>
</tr>
<tr>
<td>Key Personnel required –</td>
<td></td>
</tr>
<tr>
<td>As per Clause No. 3.2, Sect-I (LO) of RFF document.</td>
<td></td>
</tr>
<tr>
<td>Rs. 2.50.00/- in the form of DD in favour of MSRTC</td>
<td>6</td>
</tr>
<tr>
<td>Bid Security</td>
<td></td>
</tr>
<tr>
<td>The Bid Document consists of RFP in Section-I to</td>
<td></td>
</tr>
<tr>
<td>Contract Agreement with L.R.B.</td>
<td>5</td>
</tr>
<tr>
<td>Consultants at the cost of the document will be issued to shortlisted</td>
<td></td>
</tr>
<tr>
<td>RFP Bid document will be submitted along with a copy of the</td>
<td></td>
</tr>
<tr>
<td>Chief Engineer, MSRTC/BSRTC/SEMTC, Camp Office, Pune</td>
<td>4A</td>
</tr>
<tr>
<td>Conference</td>
<td></td>
</tr>
<tr>
<td>Place of Pre Bid</td>
<td>4B</td>
</tr>
<tr>
<td>Date &amp; time of Pre Bid</td>
<td></td>
</tr>
<tr>
<td>26.06.2014 at 15.00 hrs.</td>
<td></td>
</tr>
<tr>
<td>Clause No. 5 of Section 1 (LOI)</td>
<td>Evaluation &amp; Award Criteria</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Proposal and 40% to financial proposal as mention in For evaluation 60% weightage will be given to technical</td>
<td></td>
</tr>
<tr>
<td>Minimum availability of personal</td>
<td></td>
</tr>
<tr>
<td>As per Clause No. 3.2, Sect. 1 (LOI) of RFP document</td>
<td></td>
</tr>
<tr>
<td>VC &amp; MD, MSRFC/LD, Mumber</td>
<td></td>
</tr>
<tr>
<td>Authority to grant extension &amp; penalty</td>
<td></td>
</tr>
<tr>
<td>Time limit for the services will be 36 months</td>
<td></td>
</tr>
</tbody>
</table>

**Appointment of Independent Engineer**
TERMS OF REFERENCE

Section IV
To suggest modifications in the contractors work programme, method

with the contractual specifications;

To approve materials, and ensure that the quality of the works is in accordance

per the provisions of Contract Agreement;

To assist the Employer in administering the Contract Maintenance System as

modifications/addition/deletion in accordance with the causes if any.

and submit copy to MSRDC & contractor anytime from the month of agreement

to inspect the site and prepare inventory with present conditions by survey of all

civil, electrical, mechanical, electronic etc fixed and mobile assets. He should

The Independent Engineer shall perform all duties and functions specified in the

Contract Agreement between MSRDC and Contractor.

2.1 Broad Scope of work and duties of Independent Engineer are listed as under:

2. SCOPE OF SERVICES

provided in the Contract Agreement.

shall be as specified in Para 2.1 below.

without prejudice to this, the scope of services of the Independent Engineer

and carry out all such activities as are provided in the Contract Agreement.

contractual agreement with the contractor.

monitor and maintainence of the project as named in Data Sheet to ensure

supervision, review and monitor all activities associated with construction,

Act independently on behalf of both MSRDC and the Contractor to

The Independent Engineer shall be required to

1. OBJECTIVES

TERMS OF REFERENCE

Section IV

Appointment of Independent Engineer
To recommend issue of interim certificates for progress payments of the work

Under Variation

Per direction of MSRDC

Contract provisions. To keep measurements and keep measurement records. As per the requirements and implementation of the maintenance program, as per the requirements and

Implementation of the MSRDC in proper monitoring/progress of works and

Review and approve the safety measures proposed during Operations Period

Inducing traffic management, incident management and accident management

The safety of the road.

To assist MSRDC in the identification, evaluation and approval of any advance actions required to be taken for

To assist MSRDC to ensure that the advance actions/requests are genuine and the identified issues are taken care of

To review all submitted manual logging systems using MSRDC

and carry out independent tests if instructed by MSRDC.

and check the laboratory and field tests carried out by the contractor

and consistency of the quality of the work for final approval by the MSRDC.

To evolve a system of quality assurance of works related to O&M activities.

To assess the Engineer-in-Charge in interpreting the Technical Specifications.

The same under instruction to the contractor.

and MSRDC. Consultant will have to submit three copies for the

and instruct MSRDC. Consultant will have to submit three copies for the

and did document for approval by MSRDC before issue to contractor. If required

To prepare engineering improvement proposals, including their design, drawings

To approve the setting out of the works related to O&M and give instructions to

equipment.

and adequacy, stability, and safety of construction maintenance and operation

and adequacy, stability, and safety of construction maintenance and operation

of environmental standards, safety of the particular traffic, safety of personnel

maintenance activities, accident statistics, with particular reference to maintenance

as proposed by the contractor for carrying out the works related to operation and

To ensure that the construction, maintenance, elevation, and operation method

Appointments of Independent Engineer
Programmed:

To carry out periodic review of contractors resources vis-a-vis work.

\[\text{xxx}\]

To examine and attend the measurement of the completed works in the prescribed order covered or put out of view before permanent work is placed on the works; and/or

\[\text{xxxv}\]

To examine and attend the measurement of any work which is about to be commenced or where there is any doubt as to the extent and nature of the work involved.

\[\text{xxxvi}\]

To attend and assist the MSRFC in connection of work with different agencies and boards.

\[\text{xxvii}\]

To assist the MSRFC in the execution of the works, if required.

\[\text{xxviii}\]

To examine the non-compliance report or non-conformance report, whichever is applicable.

\[\text{xxix}\]

To assist the MSRFC in the preparation of initial report, if required.

\[\text{xxx}\]

To prepare quarterly cash flow projection for the MSRFC if asked for.

\[\text{xxxi}\]

To maintain, record, and submit reports, etc.

\[\text{xxxi}\]

To maintain records, test data, details of variances, correspondence and dates.
Remedial measures to fulfill shortfalls if any.

Prepare and present monthly progress reports to the MSFDC, containing description of maintenance activities, quality assurance and monitoring reports along with necessary documents and records for works related to operation and maintenance activities.

MSFDC in their MPR.

Review the material testing results, mix designs and order special tests on materials and submits reports to MSFDC and the concerned agencies.

Monitor and conduct weekly, monthly and annual review meetings with MSFDC and all concerned agencies.

Arrange for services for reporting and other provisions as per contract.

Any other assignments given by the MSFDC.

Operations period and to submit required implementation reports to MSFDC.

Review the environmental management and mitigation plan for the project during construction.

To monitor and carry out traffic census at designated locations in consultation with MSFDC's representatives and submit to the MSFDC, NG at least 4 months before the expiry of the contract, consultant should submit three copies for the DOA.

To prepare BOQ for the future QM and correspond in consultation with MSFDC's system.

To carry out existing road condition survey and listing all defects on various works including manual rolling, completed rolling, drainage systems, bridges, underpasses, overpasses, sidewalks, traffic signs, concrete PCC pavers, road shoulders, middle verges, side-berms, etc.

To check road inventory per km wise road length incorporating all basic data and details of road and incorporate any additions and depletions in monthly reports along with reasons.

Agreement

2.2 Scope for Services for Reporting and Other Provisions as Per Contract
Monitor the maintenance activity per the maintenance and operation
Important Duties and activities related to O & M of the project

MSRDC

Inspect and Reporting MSRDC

2.3

To assist the MSRDC in monitoring and maintaining the way side amenities,

The NOCs, Permissios, Utility crossings etc. as Required

(a)

To assist the MSRDC in obtaining information and acquiring approvals to

(b)

Approved Programme: Propose modifications and improvements as per requirement in

(c)

Enforce effective traffic management, Incident/accident management

(d)

all statutory compliances required for the project.

(e)

Review and ensure implementation of the environmental management plan and

(f)

with the comments and recommendations, and financial implications.

(g)

by MSRDC, submit any modifications/alterations by the Contractor along

(h)

Review the Maintenance Manual prepared by the Contractor and approved

(i)

any modification and improvements of it;

the Contractor, and suggest measures for effective implementation along with

(j)

Review and monitor road safety and all other safety measures provided by

(k)

Review ‘As built’ drawings for each component of the works prepared by

(l)

the Specifications and Standards and Good Industry Practice

(m)

Ensure that the Maintenance work is carried out in accordance with

(n)

Effective implementation of contract provisions.

(o)

Review all reports submitted by the contractor and forward it to MSRDC

(p)

Records of such reports and advice MSRDC on its implications.

(q)

Contract provisions are submitted in due time. Monitor such reports, keep

(r)

Appointment of Independent Engineer
by the officers of MSRDC.

Acceptance of compliance of inspection reports, minutes of meetings conducted

than as specified in the Contract Agreement.

Approval to Procedure and methodology for repairs and maintenance works other

Extension of contractual time limit

To submit part of the work to Sub-Consultants determined by the Independent Engineer.

The items with financial implications except in emergency situation as reasonably

The Independent Engineer will seek prior approval of MSRDC to the following:

3. PRIOR APPROVAL OF MSRDC

Mediate and assist in resolving disputes between MSRDC and Contractor.

the project by MSRDC.

Design a Management Information System (MIS) for effective monitoring of

2.4 General

Financial implications and recommendations, considering contract provisions.

Prepare and process claims of the Contractor if any, along with his analyses.

please, and incorporate it in your Monthly Progress Reports.

Collect and review the traffic data and collection of toll at various toll

completion certificate along with BOC, measurements and recent drawings from MSRDC. Monitor timely completion of such works and submit

issue the variation orders on obtaining approval (technical & financial)

due and when submitted by the Contractor as per the Contract provisions.

Appointment of Independent Engineer
<table>
<thead>
<tr>
<th>Monthly Inspections</th>
<th>Weekly Inspections</th>
<th>Inspection Intervals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Service</strong></td>
<td></td>
<td>Completion of 2000 M(^2) By Project Road &amp; (Man-Made) Rounding (Max)</td>
</tr>
<tr>
<td>2. <strong>No. of Service Providers</strong></td>
<td></td>
<td>3 Nos.</td>
</tr>
<tr>
<td>3. <strong>Patch (Max) Per Cent</strong></td>
<td></td>
<td>2.0 Per Cent</td>
</tr>
<tr>
<td>4. <strong>Permissible Limit</strong></td>
<td></td>
<td>Wetting (Geo Mm) Max.</td>
</tr>
<tr>
<td>5. <strong>Defective Bridge</strong></td>
<td></td>
<td>Nil</td>
</tr>
<tr>
<td>6. <strong>User Information</strong></td>
<td></td>
<td>All Road Signs.</td>
</tr>
<tr>
<td>7. <strong>All CD Works &amp; Bridges</strong></td>
<td></td>
<td>Compound Walls &amp; Compound Paving And Boundaries</td>
</tr>
<tr>
<td>8. <strong>All Fencing Works</strong></td>
<td></td>
<td>Boundary Stone</td>
</tr>
<tr>
<td>9. <strong>Steel Crash Barriers</strong></td>
<td></td>
<td>Compound Walls And Compound Paving And Boundaries</td>
</tr>
<tr>
<td>10. <strong>Tunnels</strong></td>
<td></td>
<td>All Tunnels, Intact Clear Of Vegetation And Light</td>
</tr>
<tr>
<td>11. <strong>Administrative &amp; Way Maintenance &amp; Way Side Amenity</strong></td>
<td></td>
<td>All Buildings</td>
</tr>
</tbody>
</table>

**Inspection & Maintenance:**
- Inspected, maintained and operated as specified.
- Performance standards define the level of sit\'s intended function.

**Performance Standards for Maintenance:**

**Appointment of Independent Engineer:**
The Independent Engineer in consultation with Executive Engineer inaugurate MSRDC
maintenance activities and followed by review meetings of works involving all
Engineer MSRDC inaugurate of the work. Quarterly inspection of the works involving all
of Independent Engineer consulting plan shall be initiated once in a month with Chief
and O M Manager. The inauguration of the assignment at senior management level
MSRDC for administration of the contract and the contract between MSRDC
The Independent Engineer shall report to the competent officer designated by

6. INTERACTION WITH MSRDC

the assignment

views of the authorized representative and the same shall be noted as incidental to
and power of authority. No separate payment shall be made for such inspections and the
include the name of the authorized representative along with the authorization letter
performance certificate for such works. The proposal submitted to MSRDC shall also
approved of MSRDC, before issuing Provisional Performance certificate and
shall carry out any such task as may be decided by MSRDC. The IE shall make prior
and for onward concurrence. Issue on behalf of the IE, the Provisional Performance
and meetings along with comments and suggestions for consideration of MSRDC
arrange quarterly review meetings and give a report to MSRDC on such inspections;
was the authorized representative, who shall correspond with the MSRDC besides Team

5.2 PERFORMANCE CLAUSE

The Independent Engineer shall declare a senior most technical director or equivalent
non-performance.

shall schedule the works as per schedule presented under the contract agreement and other schedules by the Contractor, non-compliance to the provisions of the contract agreement, non-compliance of any of the provisions of the contract agreement or non-compliance of any of the provisions of the contract agreement in the design drawings, drawings, any failure of the Independent Consultant in notifying to MSRDC and the
in accordance with the provisions of the contract agreement and other designs.

Terms of Reference, and shall be fully responsible for supplying the Design:

5.1 Independent Engineers shall be expected to fully comply with all the provisions of the

Appointment of Independent Engineer
Contract Management Framework

The execution of the work will be governed by the contract management framework. The main features of the contract management framework are described below:

1. To monitor implementation of the project, MSRDC has designated an competent authority who will administer the contract.

2. MSRDC will administer the project on behalf of government of India and government of Maharashtra in accordance with the present rules and regulations.

The independent Engineer shall perform all services during the deployment of key personnel and during the period of 12 months from the date of contract. The estimated time frame for the activities to be performed during the said period is 36 months. The services of an Independent Engineer will be as per Contract / Convention.

8.1 The appointment of the Independent Engineer shall be for a period of 36 months.

8.2 The Independent Engineer shall prepare and submit to the MSRDC the reports as provided in the Contract Agreement.

7.1 Executive Engineer Incharge, MSRDC will forward all reports and proposals of the contractor after Verification and with Recommendations and their compliance.

7.2 Monthly Progress Report

7.3 Monthly Inspection reports and four diary of key persons certified by the officers, experts and their final compliance. Minutes of all meetings inspection reports of senior MRDC officers, GM, GOI

7.4 Monthly Inventory reports showing all original and modified features at beginning of the service contract and after every 12 months. Executive Engineer Incharge, MSRDC.

7.5 Pre-monsoon post-monsoon inspection reports along with suggestions.

7.6 Various other reports as provided in the Contract Agreement.

7.7 Certification and comments to MSRDC.

Appointment of Independent Engineer

7. The Independent Engineer shall prepare and submit the reporting requirements within 45 days from the date of contract. Two copies each of the following reports, Monthly fees of the consultant will be paid by the independent engineer.
9. FEES PAYMENT SCHEDULE

The total fee payable shall be paid in monthly installments. The monthly installment shall be proportionate to the total fee payable, presence of Key personnel and submission of reports and the period of the services. Independent Engineer should submit a monthly bill to MSRDC along with monthly presence certificate, tour diaries and performance reports of key personnel certified by the Engineer Incharge. No separate fees will be paid for the work sanctioned under Variation and works related to operation and maintenance activities and safety aspect of the highway and expressway.

10. FACILITIES FOR ENGINEERING OFFICIALS OF MSRDC.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Type of Staff</th>
<th>Minimum Qualification</th>
<th>Desirable Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Technical Assistant</td>
<td>B.E. Civil</td>
<td>2 years in office related to infrastructure development or onsite (English &amp; Marathi)</td>
</tr>
<tr>
<td>2)</td>
<td>Typist cum Computer Operator</td>
<td>Graduate</td>
<td>3 years, Speed min. 40</td>
</tr>
</tbody>
</table>

The following supporting staff for office work shall be provided to MSRDC in MSRDC office:

- Salary and allowances of this staff shall be borne by the Consultant and shall be deemed to be included in fees for the consultancy. The selection of this staff shall be done by the MSRDC. The Consultant shall provide manpower, services beyond the consultancy period at the rates quoted in schedule of variation, if required by MSRDC.

11. Performance Security

The successful Consultant shall pay Rs. 25,00,000/- or 10% of the total value of the contract whichever is more, as Performance Security as stipulated vide clause No. 9, Section-I of the RFP and as per Data sheet. The Performance Security shall be released on satisfactory completion of consultancy services as per the provisions of clause 9 of Section-I of RFP document.
Technical Proposal (To TOR)

Annexure - II
From:__

To:__

Sub:- Appointment as Independent Engineer for the work of Short Term Improvements and Operation & Maintenance of Mumbai-Pune Expressway and Pune Section of NH-4 (K.M.131/200 to K.M.20/400).

Mumbai

Sir, I/we __ firm herewith enclose the documents required for Technical proposal as per section-I (LOI) of RFP document.

Yours faithfully,

Signature

Full Name

Designation

Address

Fax

E-mail
### Firm's Qualifications

Relevant services carried out in the Last Seven Years.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Location within country:</th>
<th>Name of the Client:</th>
<th>Start Date:</th>
<th>Completion Date:</th>
<th>Description of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Professional Staff provided by your firm:</td>
<td>No. of Staff:</td>
<td>No. of Man hours:</td>
<td>No of months of Professional Staff Provided by Associated Firm(s):</td>
<td>Name of the senior staff (Project Director, Coordinator, Team Leader) Involved:</td>
</tr>
<tr>
<td>Name of Associated Firms if any:</td>
<td>Apex. Value of Services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Preceding seven years to be reckoned from 31st March of the immediate last financial year.

Certificate from Employer not below the rank of Executive Engineer or equivalent regarding experience should be furnished.
ANNEXURE-II
Form-TF-III

Sub:- Appointment of Independent Engineer for the work of Short Term Improvements and Operation & Maintenance of Pune Expressway and Mumbai and Pune Section of NH-4 (K.M.131 to K.M.2440).

SAMPLE FORM OF TECHNICAL PROPOSAL

CONSULTANT NAME:

APPROACH PAPER ON METHODOLOGY

PROPOSED FOR PERFORMING THE ASSIGNMENT

1) Composition of the team
2) Methodology for services, surveying, data collection and analysis
3) Quality assurance system for consultancy assignment

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

[note: Marks will be deducted for writing lengthy and out of context approach and methodology for the assignment.]

[not more than 2 to 3 pages]
[not more than 2 to 3 pages]
[not more than 2 to 3 pages]
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 provided by the Client indicated in the Terms of Reference.

1. 2. 3. 4. 5.
<table>
<thead>
<tr>
<th>SR No</th>
<th>Name</th>
<th>Position</th>
<th>Task Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Il Support Staff

<table>
<thead>
<tr>
<th>SR No</th>
<th>Name</th>
<th>Position</th>
<th>Task Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. Technical/Managerial Staff

Sample Form of Technical Proposal

K.M. 20/400
Expressway and Monbital Pune Section of NH-4 (K.M. 131/200 to Improvement and Operation Maintenance of Monbital Pune) Sub: Appointment as Independent Engineer for the work of Short Term Appointment of Independent Engineer

Form-TF-V
ANEXURFI

ANNEXURE II
9. Summary of the CV

Specific assignment must be clearly mentioned, also give client reference, where applicable.

Employment Record:

- List all positions held by your member since graduation, giving dates, names of employing organizations, titles of positions held and location of assignments. For experience period of

Publication:

- List of details of major technical reports/papers published in recognized national and international journals.

6. Membership of Professional Societies:

Education:

- List summary college/university and other specialized education of your member, giving names of schools, dates attended and degrees obtained. (Please furnish proof of qualification)

3. Date of Birth:

2. Name of Firm:

1. Proposed Position:

FORMAL OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

K'M 20/H0

Experienced Engineer in the field of Short Term Improvement and Operation Maintenance of Multiple Pumps Expressway and Mumbai Section of NH-4 (K'M 1331 to 1200)

Sub: Appointment as Independent Engineer for the Work of Short Term Improvement of Independent Engineer

ANNEXURE II

Appointment of Independent Engineer
### Appointment of Independent Engineer

**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:
- ii) Responsibilities held:

<table>
<thead>
<tr>
<th>Yrs.</th>
<th>Yrs.</th>
<th>Yrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Relevant Experience:**

<table>
<thead>
<tr>
<th>Yrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

If yes, how many years?

**Arrangement with the firm?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certification:**

1. I am willing to work on the project and I will be available for entire duration of the project assignment and 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 bio-data correctly describes myself, my qualification and my experience.

**Signature of the Candidate**

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

<table>
<thead>
<tr>
<th>Place</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.
Sample Form of Technical Proposal

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Position</th>
<th>Activities</th>
<th>Number of Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (1)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (2)</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (3)</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (4)</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (5)</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (6)</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (7)</td>
</tr>
</tbody>
</table>

Part Time:

Field Full time:

Reports Due:

Activities:

Duration:
### A. FIELD INVESTIGATION

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item of Work / Activities</th>
<th>Months</th>
</tr>
</thead>
</table>

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

### B. COMPLETION AND SUBMISSION OF REPORTS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme of Submission</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- Sub.: Appointment as Independent Engineer for the work of Short Term Improvements and Operation & Maintenance of Mumbai-Pune Expressway and Mumbai Pune Section of NH-4 (K.M.131/200 to K.M.20/400).
Financial Proposal

(To TOR)

Annexure - III
Annexure-III
Form FF I

FINANCIAL PROPOSAL

Bid for Consultancy Contract for
Appointment as Independent Engineer for the work of Short Term Improvements
and Operation & Maintenance of Mumbai-Pune Expressway and Mumbai Pune
Section of NH-4 (K.M.131/200 to K.M.204/00).

Sir,

I / We hereby enclose the documents required for financial proposal as specified in the Request for Proposal (RFP) document.

Yours faithfully,

[Signature]
Full Name
Designation
Address
Fax
E-mail
Firm: ____________________________  (Authorized Representative)

Signature of Consultant:

Section-I of RFP document:

The break up of cost quoted should be given as per format in Annexure-II to

Section-I.

Total fees will be considered for financial evaluation under clause-5 of

The service tax shall be considered at the prevailing rate.

Rs. ___________ (in words)

36 months is Rs. ________.

Our Total "Fee" is Indian Rs. in Figure for the total works to be carried out for the period of

Words covered in RFP section-I to Section-I. The offer is inclusive of all taxes. (In Figures &

Independent Engineer, as per the scope of work, terms and conditions and hence the offer is the fee for the work of providing consultancy services to act as

Consultancy Consultancy Firm ____________________________

Financial Offer: A)

FINANCIAL PROPOSAL

Section of NH-4 (K.M. 131 to 200) and Mumbani Flyway and Mumbani Pune

Appointment as Independent Engineer for the work of Short Term Improvements

Bid for Consultancy Contract for

Annexure-III

Appointment of Independent Engineer
Annexure-III-(Continued)

Schedule of Variation

The Consultant to quote rates for staff per month inclusive of all allowances.

Consultant will be paid as below:

(a) 2
Office Attendant
B.E. Civil

(b) 1
Technical Assistant
B.E. Civil

(c) Minimum 12" Pass

(d) E.C.E.

- Man Month Rate Rs.

- Electrical Engineer

- Man Month Rate Rs.

- Bridge Engineer

- Man Month Rate Rs.

- Tunnel Engineer

Given in both words and figures.

To be operated if required hence not being included in cost. The rates are to be

Appointment of Independent Engineer

Address

Designation

Full Name

Authorized Representative

Signature of Consultant
Insurance shall not be allowed separately. These will be incidental to main items.

Note: No escalation will be payable during the services.

Total Cost Net of Service Tax shall be considered for financial evaluation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total costs (including Service Tax)</td>
<td></td>
</tr>
<tr>
<td>Service Tax</td>
<td></td>
</tr>
<tr>
<td>Total cost net of Service Tax</td>
<td></td>
</tr>
<tr>
<td>Dues</td>
<td></td>
</tr>
<tr>
<td>Value added Tax</td>
<td></td>
</tr>
<tr>
<td>and</td>
<td></td>
</tr>
<tr>
<td>Import duties</td>
<td></td>
</tr>
<tr>
<td>Income Tax (Expatiate)</td>
<td></td>
</tr>
<tr>
<td>Total Cost Net of Tax</td>
<td></td>
</tr>
<tr>
<td>Mobilization and Demobilization</td>
<td></td>
</tr>
<tr>
<td>F-I Remuneration for Expatriate Staff</td>
<td></td>
</tr>
<tr>
<td>Foreign Consultants, if any</td>
<td></td>
</tr>
<tr>
<td>Sub total Local Consultants</td>
<td></td>
</tr>
<tr>
<td>Survey &amp; Investigations</td>
<td></td>
</tr>
<tr>
<td>Reports and Document Printing</td>
<td></td>
</tr>
<tr>
<td>Office Furniture and Equipment (Feranal)</td>
<td></td>
</tr>
<tr>
<td>Office Supplies, Utilities and Communication</td>
<td></td>
</tr>
<tr>
<td>Office Rent</td>
<td></td>
</tr>
<tr>
<td>Duty Travel to Site</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>Per diem allowance of expatriate personnel</td>
<td></td>
</tr>
<tr>
<td>Supporting Staff (Inclusive of per diem allowance)</td>
<td></td>
</tr>
<tr>
<td>Remuneration for Local Staff (Inclusive of per diem allowance)</td>
<td></td>
</tr>
</tbody>
</table>

Summary of Cost in Local Currency

Format of Financial Proposal

Annexure-III

Appointment of Independent Engineer
<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Rate</th>
<th>Name</th>
<th>SM</th>
<th>Amt</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Highway Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Traffic, Transport and Highway Safety Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Assistant Highway Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Horticulture Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
</table>

1. Remuneration for Local Staff (including per diem allowance)

Estimate of Local Currency Costs

(Continued)

Annexure-III

Appointment of Independent Engineer
Total number of months x $ = ______

Cleaning, repairs etc.

The rent cost includes maintenance.

Office Rent (fixed costs)

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
</table>

IV. Duty Travel to Site (fixed costs)

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>City</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
</table>

Total Staff and key persons

A. Use of consultants

Insurance etc.

Maintenance, repairs,

driver, operation,

include the cost of rental,

the consultants shall

The vehicles provided by

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>City</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
</table>

III. Transportation (fixed costs)

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Name</th>
<th>Start</th>
<th>Months</th>
<th>Rate</th>
<th>Billing</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Chairperson</th>
</tr>
</thead>
</table>

Support staff and staff for MSFDC

Appointed by Independent Engineer

MSFDC
### IX. Investigation (Fixed cost)

<table>
<thead>
<tr>
<th>Description</th>
<th>No. of Copies</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Monthly Report</td>
<td>No.</td>
<td>4 per month</td>
<td>1</td>
</tr>
<tr>
<td>2. Inventory of Road</td>
<td>4 per Year</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>3. Annual Reports</td>
<td>4 per Year</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>4. Bridges Inspection Reports</td>
<td>4 per Year</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>5. Total Investigation Reports</td>
<td>4 per Year</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>6. Other Reports as provided in the main contract agreement</td>
<td>Total</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

### VIII. Report and Document Printing

<table>
<thead>
<tr>
<th>Description</th>
<th>No.</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Office Furniture and Equipment</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### VII. Office Furniture and Equipment (Rentals)

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Domestic and International</td>
</tr>
<tr>
<td>3.</td>
<td>Computer Running Costs</td>
</tr>
<tr>
<td>2.</td>
<td>Drawing Supplies</td>
</tr>
<tr>
<td>1.</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>No.</th>
<th>Item</th>
<th>Monthly Rate</th>
<th>Amount In Rs.</th>
</tr>
</thead>
</table>

**V. MSAC**

**Appointmet of Independent Engineer**
Lump sum

Other Incidental (Fixed cost)

2. Other Miscellaneous expenses (like DA, Internal Travel expenses)

Lump sum

1. Inland Travel in Home Country (Fixed cost)

<table>
<thead>
<tr>
<th>No.</th>
<th>Positions</th>
<th>Name</th>
<th>Rate</th>
<th>SM</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Remuneration of Expatiate Staff including other allowances

Estimate of Costs for Expatiate Consultants

(Form - L/Y)

Appointment of Independent Engineer
Details as per Section IV - TOP

Give detailed descriptions of the services to be provided, details for completion of various tasks.

Appendix A

Appointment of Independent Engineer
Appendix B: Reporting Requirements

Appendix of Independent Engineer
LOI - Section - 1 of RFP Bid Document
Please refer Clause 3.2 of LOI & Annexure - 1 of

respect to their Personnel as in C-1)

C-4 List of approved Sub-Consultants [if already available], same information with

staff-months for each.
qualifications, experience of Personnel to be assigned to work in India, and

List under C-1 Titles [and names, if already available], detailed job descriptions and minimum

Appendix C: Personnel and Sub-Consultants
National Highways Authority of India

Appendix E: Hours of Work for Personnel

The Consultant, Personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazette Holidays of Government of Maharashtra as Holidays limited to 8 / years. The Consultants shall work as per the work program of the Contractor. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the Client for consideration. The Consultant's hours of work shall normally match that of Contractor’s activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.
Appendix H: Cost Estimates

Item 1.
- Least dependent cost estimate:

Item 2.
- Reimbursable/Fixed
- Monthly rates for personal (personnel and other personnel)

Item a.
- For basic short-term personnel

Item b.
- Living allowances for long-term personnel plus estimated costs

Item c.
- Cost of local transportation

Item d.
- Cost of other local services, rentals, utilities, etc.
consultant/s.

The conditions of the said agreement have been duly and properly carried out by the
and the claims are settled or disposed of, and the Corporation guarantees that the terms and
the due of the Corporation under or by virtue of the said agreement have been duly paid
substance of the said agreement and that the same will continue to be enforced by all
The Guarantee herein contained shall remain in full force and effect during the
AND WE do hereby agree that

WE hereby release the said Corporation from any further responsibility in connection with
the performance of the said agreement. The said Corporation shall not in any way be liable
for any act or omission, including any negligence, which may be deemed or considered as
loss or damage caused by or by the said agreement. The said Corporation shall in no
manner be responsible for any loss or damage caused by or by the said agreement, and
the said agreement shall be binding upon the Corporation in all respects as

Guarantee to the Corporation

And having one of our local / Head Office at
BANK LIMITED, registered in India under

(For example, the performance of the terms and conditions of the said agreement),

The consultant has agreed to furnish to the Corporation a guarantee of the sum of Rs.

The consultant, the said agreement, and the consultant's and other contractors' or subcontractors',

the agreement, the acceptance of offers, and the complete condition of the offer, terms, and

the day of (month), 2011 executed between the Corporation of the One Part


Sample Form of Bank Guarantee

Appendix 1: FORM OF PERFORMANCE SECURITY

Appointment of Independent Engineer

In consideration of the M/s. WITHDRAW...
We shall not be discharged or released from liability under this Guarantee by reason of
i) any change in the constitution of the Bank or of the Consultant,
ii) any agreement entered into between Corporation and the Consultant with or without our
consent,
iii) any forbearance or indulgence shown to the Consultant,
iv) any variation in the terms, covenants or conditions contained in the said agreement any
time to the Consultant OR
v) any other conditions or circumstances under which in law a surety would be discharged.

Our liability hereunder shall be joint and several with that of the Consultant as if we were
the principal debtors in respect of the said sum of Rs. ________
(Rupees ________ only).

We shall not revoke this Guarantee during its currency except with the previous consent of
MSRDC Ltd., Mumbai in writing.

Provided always that notwithstanding herebefore contained, our liability under this
guarantee, shall be limited to the sum of Rs. ________ only and shall remain in force until the day of
six months from the date hereof, or in the event of failure of the Contractor to furnish the said guarantee
(i.e. for the period of six months and unless a demand is made on us within a period of
six months from the above said date, all rights of the Corporation under this Guarantee
shall stand forfeited and we shall be released from all liabilities hereunder.

IN WITNESS WHEREOF the common seal of the company was affixed in the
presence of:
1) Shri. ________
2) Shri. ________
3) Shri. ________

being respectively the Director and Secretary of the Company who in token thereof have
hereby set their respective hands in the presence of:

Signature: ________
Signature: ________
Signature: ________
Dear Sir/Madam,

As referred to the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to (name of the bank) having its Head Office at (place) called the "Contract".

Consultant representing in a Contract valued at the amount of (amount) and the same having been unconditionally accepted by the Contractor, No. (number referred as the "Consultant") being asked to perform the services and duties referred to the contract of (name and address of the consultant) by the Contractor including his successors, administrators, executors and assigns (including those referred to the contract of (name and address of the consultant)) in consideration of the sum of (amount).

Bank Guarantee: (to be stamped in accordance with stamp Act. if any of the country of issuing bank)

Date:

Ref:

(Appendix: Form of Bank Guarantee for Advance Payments (Reference Class 6.4) of M/s. Independence Engineer)
The Bank also agrees that the Client shall have no right to enforce this Guarantee.

Appointee of Independent Engineer
Request for Proposal

Appointment of Independent Engineer

Notwithstanding anything contained herein above our liability under this guarantee is limited to M/s. and it shall remain in force up to and including on whose behalf this guarantee has been given.

Dated this day of , 201

WITNESS

(Signature)

(Name)

(Official Address)

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from any Nationalized Bank in India.

Strike out, whichever is not applicable.

Designation (with Bank stamp)

Attorney as per Power of Attorney No.

Dated
Appendix I: Letter of Award

Appointment of Independent Engineer
Appendix C: Minutes of pre-bid meeting