
Government of Punjab
PUBLIC WORKS DEPARTMENT (B&R)
&
PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD

**Empanelment of Consultants for Consultancy Services for
Preparation of Project Report for Construction of ROBs in State of
Punjab**

**TERMS OF REFERENCE
(TOR)**

Issued by
Deptt. of Public Works (B&R), Government of Punjab
&
Punjab Infrastructure Development Board
SCO 89-90, Sector 34-A,
Chandigarh.

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1 GENERAL

Public Works Department (Buildings & Roads), GoP and Punjab Infrastructure Development Board (PIDB), a nodal agency set up by Government of Punjab (GoP) for implementation and development of infrastructure projects, intends to improve and strengthen the existing road infrastructure throughout the State by constructing ROBs/RUBs at location of various existing Rail Level Crossings (which are an impediment in smooth movement of road traffic. The objective of the empanelment of Consultants is to prepare Project Report, Preparation of Bid documents and Proof Checking of Detailed Structural Design and Drawings (as submitted by the Contractors) for construction of ROBs/RUBs at identified Rail Level Crossings on various roads of State of Punjab.

(Note: The word ROB should be read as ROB/RUB in all clauses of TOR, except 'Minimum Eligibility Criteria')

2 SCOPE OF WORK

- 2.1 Collection of secondary data, road plan, earlier made/submitted proposals and existing site conditions.
- 2.2 Feasibility study and submission of a preliminary report along with site plan giving schematic proposal as regards the site condition, feasibility of taking up the project/work, status of proposal with Railways, Cost Sharing eligibility, Budget provision required by GoP for construction of ROB, etc. Also conduct reconnaissance survey to assess preliminary feasibility for movement of all categories of traffic as a result of construction of ROB.
- 2.3 Traffic Surveys and Studies
 - 24 hour classified traffic volume count on road at the location of Level Crossing for 3 working days and one day on all major T-Junctions (including details of turning traffic)
 - Any other traffic study to determine feasibility of ROB;
- 2.4 To collect data from Railways related to the project.
- 2.5 To conduct detailed topographic survey with total station for roads, ROW, streets, Railway track and land, physical features, built-up area, underground and overhead services/utilities, tress, obstructions and encroachments, drainage system etc.
- 2.6 To coordinate and facilitate joint inspection by Railways & PWD for feasibility of proposals.
- 2.7 To conduct detailed Geo-technical investigation in terms of minimum 2 Nos. bore holes, one on each side of ROB of minimum 25-meters depth. Results should include recommendations regarding safe bearing capacity of soil for open foundation for

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- Retaining walls & for Pile foundation for Piers and Abutments in terms of depth and their load carrying capacity etc., and as the site conditions warrant.
- 2.8** Preparation of General Arrangement Drawings (GAD) showing ROB, approaches, service roads, both with horizontal and vertical profile, relocation of services/ utilities, trees to be cut, drainage arrangements and arranging approval of PWD and Railways authorities including details of any land acquisition and removal of encroachments/obstructions. Arranging from Railways the Profile Sketch and Estimate for railway portion & incorporating in the proposal for approaches. Broad guidelines for proposal, profile and specifications shall be prepared in consultation with PWD (B&R).
 - 2.9** Proposal for diversion of traffic during construction period (Traffic Management Plans) and necessity for strengthening of any existing roads for use by diverted traffic. Seeking approval from Railways for any issue relating to the level crossing and diversion including any relocation.
 - 2.10** Preparation of drawings, detailed estimates based on Data Book of MORT&H, and Detailed Project Report for approval of PWD (B&R).
 - 2.11** Arranging approval of Proposal and GAD from Railways with assistance by PWD including finalization of “Cost Sharing” by Railways and inclusion of construction of ROB in work programme of Railways with requisite Budgetary allocation of Railways.
 - 2.12** Preparation of Bidding Documents on the pattern being followed by PWD (B&R).
 - 2.13** Preparation of Construction Schedule based on details of activities and fixing Project Milestones to monitor progress.
 - 2.14** Evaluation of Bids namely Technical Bids in terms of checking conceptual plans and other data/information as asked for submitted by bidders, including seeking any additional information from bidders; and Financial Bids in terms of comparative-cum-financial statement (with departmental Cost revised for variation in rates of basic materials as compared to considered in framing of Detailed Estimate).
 - 2.15** To assist PWD in issue of letter of award to successful bidder, and signing of agreement with successful bidder.
 - 2.16** Proof checking of the detailed structural designs and drawings to be submitted by the contracting agency (successful bidder), where such checking is asked for specifically in writing by PWD(B&R).
 - 2.17** The Consultant shall be responsible for prompt transit and delivery of all documentation & drawings between GoP, PWD(B&R) offices, and Railways.
 - 2.18** Consultants not having their office/branch office either at Chandigarh or in Punjab would be required to maintain a branch/camp office at Chandigarh for liaison with the departments.

3 MINIMUM ELIGIBILITY CRITERIA

- 3.1 Must have successfully prepared DPR for construction of 3 Nos. ROB/Flyovers in Urban Area and 2 Nos. ROB in Rural Area of length not less than 500m during last five (5) years and the same has been adopted by the concerned department. (Details of the projects can be furnished in the format given as per Appendix D along with the document proof like client's certificate, agreement letter etc.)
- 3.2 Must have in-house availability of Total Station.
- 3.3 Must have in-house services of a Highway Engineer, Structural Engineer and Quantity Surveyor.
- 3.4 Annual Turnover from similar consultancy Services of Rs 5 crores during **any three of last five** financial years. Audited copies of Balance Sheet and Profit & Loss account of financial years 2003-04, 2004-05, 2005-06, 2006-07 and 2007-08 shall be enclosed with the Technical Bid. Following adjustment factors will be used to bring the financial figures to a common base for the purpose of evaluation of annual turn over.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Bids shall be submitted in two parts in separately sealed envelopes, properly marked as under:

- (i) Envelope-1: Technical (shall include Bid Security & Technical Proposal)
- (ii) Envelope-2: Financial

4 TECHNICAL PROPOSAL:

4.1 Bid Security

The interested consultant/s shall submit a bid security for an amount of Rs 2 lakhs (Rupees: Two Lakhs) in the form of demand draft payable at Chandigarh in favour of "PIDB". The bid security of the unsuccessful bidders shall be returned within 15 days of the completion of empanelment process.

- 4.2 Technical Evaluation shall be in form of Pass/Fail subject to fulfilling below mentioned parameters.

The bidder must submit details and proof of having:

- (i) Prepared DPR for construction of 3 Nos. ROB/Flyovers in Urban Area and 2 Nos. ROB in Rural Area of length not less than 500m during last five (5) years and the same has been adopted by the concerned

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- department/Government/Railways (accompanied with details of Assignment, Consultancy fee, Successful Completion Certificate)
- (ii) Availability of in-house services of below noted Engineers:
- a. **Team leader-Highway Engineer:** Graduate in Civil Engineering with 15 years experience and must have worked on preparation of GAD of minimum 5 ROBs/Flyovers.
 - b. **Structural Engineer:** Post Graduate in Structural Engineering with 10 years experience and has successfully handled 5 or more ROBs/Flyovers.
 - c. **Traffic Engineer:** Graduate in Traffic and Transportation with 8 years experience and has successfully handled 4 such projects.
 - d. **Quantity Surveyor:** Graduate in Civil Engineering with 5 years experience or Diploma in Civil Engineering with 8 years experience and must have worked on 5 or more ROBs/Flyovers.
 - e. **Surveyor:** Diploma in Civil Engineering with 8 years experience and must have worked on 6 or more ROBs/Flyovers.
- Proof of qualification and experience should be provided in the format referred in **Appendix C**, separately for each personal. It should be signed in original both by the personal and authorized signatory as a proof of the accuracy of the information.
- (iii) In-house availability of Total Station with relevant Software.
- (iv) In house availability of fully equipped Lab. for Geo technical investigation of minimum 25 meter depth or must have tie up with an established Sub-Consultants (Details of such sub-consultant shall be submitted with the bid along with details of ROB/flyover projects handled during last 5 years)
- (v) Availability of Software for structural design of bridges.
- (vi) Should have experience in liaison with Railways for their approvals.

The Technical Evaluation of Consultants meeting eligibility criteria shall be in form of **pass/fail**. The Technical Proposal shall be submitted in the form appended herewith as per Appendix A.

5 FINANCIAL PROPOSAL:

Financial Evaluation: The financial bids only of consultants declared pass in technical evaluation shall be opened. In the first instance L2 and L3 shall be offered to match their bids at par with L1. In case any, or both, do not agree then the next bidder in sequence shall be considered to bring their bid at par with L1.

In all, three consultants shall be empanelled and to begin with work shall be equally distributed among them but later on the work shall be entrusted depending on evaluation of their performance in the work handled.

The Financial Proposal shall be submitted in form appended herewith as **Appendix-B**.

6 SUBMISSION

- 6.1 The proposal shall be submitted in two parts in two separate envelopes/packages and put together in one single outer envelope/package scribed **“Empanelment of Consultants for Consultancy Services for Preparation of Project Reports for construction of ROBs in State of Punjab”**. The two parts shall include: Part I- Technical Proposal towards Eligibility Criteria and Bid Security, and Part II-Financial Proposal (in terms of Lump sum consultancy fee for each ROB).
- 6.2 The proposal shall be accompanied by a demand draft of Rs. 2000/- (Rupees Two Thousand) in favour of “Punjab Infrastructure Development Board” payable at Chandigarh towards the cost of TOR document.
- 6.3 The proposal shall be valid for 90 (ninety) days from the last date of receipt of bids as indicated above. The Consultant must submit one original proposal and one copy only. The Client shall have the option to seek further validity of offer by another 30 (Thirty) days.
- 6.4 The envelope/s shall clearly mention the “Technical Proposal towards Eligibility Criteria’ and ‘Financial Proposal” of the Project.
- 6.5 The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 6.6 An authorized representative of the firm shall initial all pages of the Proposal. The representative’s authorization in original/notarized should be confirmed by a power of attorney accompanying the Proposal.
- 6.7 Completed proposal must be delivered on or before 1500 hrs on **12/06/2008** on the following address:
- Chief General Manager,*
Punjab Infrastructure Development Board
SCO 89-90, Sector 34 A, Chandigarh 160 022.
Tel: 91-172-2665640
Email: pidb_rd@yahoo.com
- 6.8 PIDB will not be responsible for any delay in receiving the proposals and reserves the right to accept/reject any or all proposals without assigning any reason thereof. PIDB also reserves the right to annul the process at any stage. The consultancy firms will be selected as per the guidelines indicated in the TOR document.

7 QUALIFICATION AND EXPERIENCE OF THE KEY PERSONNEL

The Consultant shall field a Team of highly experienced and skilled professionals, who can handle the tasks in the most professional manner. The qualification and experience of the key personnel will determine to a large extent the competitiveness of the consultants. The details of professionals shall be furnished along with CV's as per the relevant formats given in **Appendix C**.

i) Team Leader – Highway Engineer (One):

He would lead the multidisciplinary team of professionals engaged on the project and, therefore, should have a clear perception of the manner in which a quality service can be delivered within the stipulated time. With a clear understanding of the complexities and intricacies of the tasks involved, he should be able to plan, coordinate, guide, inspire and motivate the Team members and those of Sub-Consultants engaged for the purpose to accomplish the tasks assigned to them. He should be a professional of stature who could command the respect of the team. He shall be responsible to scrutinize the completed Project Report from design, structural, meeting geometrics, economic, financial, aesthetics, feasibility and environmental considerations.

Graduate in Civil Engineering with 15 years experience and must have worked on preparation of GAD of minimum 5 ROBs/Flyovers. He should have proven record as Team Leader for preparation of large project.

ii) Structural Engineer (One)

He would be responsible for preliminary structural design of all bridges and structures and choice of appropriate construction technology.

He should be a Civil Engineer of not less than 10 years experience in the field of structural/bridge engineering and should have been responsible for the analysis and design of at least 5 major ROBs/Flyovers, each of which of length not less than 500m, and should have been engaged in design of elevated highways, interchange structures, reinforced earth retaining walls, earth retaining structures, etc. for a period of not less than 5 years. Additional experience on projects of similar complexities will be an added advantage.

He should be a postgraduate in structural/bridge engineering.

iii) Traffic Engineer (One)

He would be responsible for assessing the capacity needs, planning and design of ROBs approaches and service roads, safety measures, operational infrastructure, lighting, logistics of various operations etc.

He should be a Graduate in Traffic and Transportation with 8 years experience and should have successfully handled 4 such projects.

iv) Quantity Surveyor (one)

He would be responsible for the estimation of the quantities and costs of various components of the project.

He should be a Graduate in Civil Engineering with 5 years experience or Diploma in Civil Engineering with 8 years experience and must have worked on 5 or more ROBs/Flyovers.

v) **Survey Engineer (one)**

He would be responsible for the reconnaissance survey, detailed survey of the alignment, right-of-way, built-up areas, utilities/services, other obstructions, other site features and way facility locations and transferring the ground data on to the maps.

He should be a Diploma in Civil Engineering with 8 years experience and must have worked on 6 or more ROB/Flyovers.

He should have worked in an organization/ team involved in topographic survey of major projects. He should be proficient in the use and application of modern survey methods and equipment, like Total Stations, GPS, interpretation of satellite and remote sensed data.

8 DELIVERY AND PAYMENT SCHEDULE

The duration for preparation of the Project Report and seeking approval from Railways shall be 120 days during which, the Consultant should put in continuous inputs. For other activities related to preparation of bidding document, approval of bid, and award of work and in respect of proof checking the consultant shall adhere to the time line decided by GoP/PIDB. For avoidance of doubt for first set of assignment the said period of 120 days shall be applicable and for further assignments the said period shall be applicable from date of assignment of each project to the consultant. The Consultant shall be paid his fees (Lump sum amount for each ROB) as per the schedule below. The payments shall be released in stages as indicated, subject to the achievement of the preceding milestones.

S. No.	Description	Days	Payment
1.	On completion of Feasibility Study and submission of a preliminary report and site plan giving schematic proposal	15	5%
	Payment 1		5 %
2.	On Submission of Feasibility Report and GAD to Railways	45	15%
	Payment 2		15%
3.	On submission of Geo-Technical Investigation Report	60	5 %
	Payment 3		5%
4.	On Obtaining approvals of GAD from Railways	90	10 %
	On submission of detailed cost estimate, as per proposal approved by Railways		10 %
5.	On finalizing cost sharing with Railways and inclusion in the Railway work Programme	110	10 %
6.	Submission of Final Project Report and DNIT, as per proposal approved by Railways	120	10 %
	Payment 4		40%
7.	On completion of Bid process and evaluation, and signing of Agreement with Contractor	*	15%
	Payment 5		15%
8.	Proof Checking of Detailed Structural Design and Drawings	*	20%
	Payment 6		20%
	TOTAL		100 %

* Time frame for item 7 & 8 shall be separately conveyed by PWD(B&R) for each case.

Note: The PWD (B&R) shall have the option to terminate the assignment at s.no.7 and in that case 20% payment for stage 8 will not be paid to the consultant.

9 PERFORMANCE SECURITY

The consultant shall furnish within 7 days of the issuance of Letter of Acceptance (LOA), an unconditional irrevocable Bank Guarantee from a Scheduled Bank for an amount equivalent to 5 % of the total contract value to be received by the consultant towards Performance Security shall be initially valid for a period of one year and there after extended up to the successful completion of construction of project. The Bank Guarantee shall be released by the client [PWD(B&R)] upon successful completion of services and rectification of errors if any, found during implementation of services for civil works and satisfactory report by the Client [PWD (B&R)].

10 PENALTY

10.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.2% of the contract price per day subject to a maximum 10 % (Ten percent) of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the Consultants, suitable extension of time will be granted.

Such Penalty shall be linked to the project milestones/components described in Clause 8 above, and shall be levied as and when delays occur in the achievement of the milestones/components described in Clause 8 above.

11 TERMINATION

11.1 By the Client

The Client may, by a written notice of termination to the Consultants, terminate the contract with immediate effect after the occurrence of any of the events specified in this Clause 11.1, terminate this Contract:

- (a) if the Consultant fails to submit the performance security, as specified in clause 9;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false.
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (e) if the Consultants, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

11.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events of this Clause 11.2, terminate this Contract:

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

12 COMPLETION OF SERVICES

The Consultants shall complete the services within a period of 120 (one hundred and twenty) days. Time frame for item 7 & 8 in Clause 8 shall be separately conveyed by PWD (B&R) for each case.

13 LIMIT OF SCOPE OF WORK

GoP/PIDB may limit the scope of work to any stage/components and the payments shall be done up to that stage as per the percentage mentioned in Clause 8 above.

14 ARBITRATION CLAUSE

- (i) Any dispute between the parties, shall be submitted to arbitration by Sole Arbitrator to be appointed by the Chief Engineer (IP), Public Works Department (Buildings and Roads Branch) on the recommendations of the Sectoral Sub Committee (Road Sector) of PIDB.
- (ii) The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996.
- (iii) The award of the Sole Arbitrator shall be final and binding on the parties.

15 JURISDICTION

The court at Chandigarh alone shall have the exclusive jurisdiction to entertain and decide any petition, application, suit etc. pertaining to the present TOR/ Agreement and any subject matter thereof.

16 MODE OF ACCESS FOR ‘TOR’ DOCUMENT

Invitations are being sent for ‘Terms of Reference (TOR) document to empanelled consultants under MORT&H (under Category –II)/NHAI for “carrying out site studies and Preparation of Project Reports for Construction of ROB for replacement of existing Level Crossings”. ‘Terms of Reference (TOR) document’ can be downloaded from the website www.pidb.org with written confirmation to inform PIDB and the fee for document of Rs. 2,000 (Rupees Two Thousand only) in the form of demand draft drawn in favor of **‘Punjab Infrastructure Development Board’** and payable at Chandigarh must be furnished in a separate envelope while submitting the proposal.

17 ADDRESS FOR COMMUNICATION

Chief General Manager
Punjab Infrastructure Development Board
SCO 89-90, Sector 34A
Chandigarh
Phone: (91) 172 2665640,
Fax: (91) 172 2665596,
Website: www.pidb.org

APPENDIX A

TECHNICAL PROPOSAL SUBMISSION FORM.

From: **(Name of Firm)**

To

The Managing Director
Punjab Infrastructure Development Board
SCO 89-90, Sector 34 A
Chandigarh – 160 022

Subject: Empanelment of Consultants for Consultancy Services for Preparation of Project Reports for Construction of ROBs in State of Punjab

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

Authorised Signatory
Name and Title of Signatory:
Name of Firm:
Address:

APPENDIX B

FINANCIAL PROPOSAL SUBMISSION FORM

From: **(Name of Firm)**

To
The Managing Director
Punjab Infrastructure Development Board
SCO 89-90, Sector 34 A
Chandigarh – 160 022

Subject: Empanelment of Consultants for Consultancy Services for Preparation of Project Reports for Construction of ROBs in State of Punjab.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____ [Date], and our proposal (Technical and Financial Proposal). Our attached financial proposal is for the sum of Rs. _____ (Rupees: _____ only) for Project Report of each ROB [Amount in words and figures].

We understand that for evaluation of the bids the ~~total~~ Lump sum consultancy amount as quoted shall be considered and you have the option not to assign the consultancy job for the proof checking stage.

Our financial proposal shall be binding upon us subject to the modifications resulting up to the expiration of the validity period of the proposal, i.e., _____ [Date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act, 1988.

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

We remain,
Yours sincerely,

Authorized Signatory:
Name and title of Signatory:
Name of Firm:
Address:

APPENDIX C

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

Proposed Position :

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm/Entity : Nationality :

Membership of Professional Societies :

Detailed Task Assigned :

Key Qualifications :

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education :

[Summarise college/university and other specialised education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse chronological order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages :

[For English language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing];

[Knowledge of Hindi/ Punjabi].

Certification

I, the undersigned, (Name and Address) certify that I would not leave the Project within the engagement by PIDB/GOP/ for any continuing work of PIDB/GOP/ without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, PIDB/GOP/ would be at liberty to debar me from taking any assignment in any of the works for an appropriate period of time to be decided by PIDB. I have no objection if my services are extended by PIDB/GOP/ for this work in future. I further certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.

.....Date :.....

[Signature of staff member or authorised representative of the Firm]
Day/Month/Year.

APPENDIX D
Details of Consulting Assignments Executed during last Five Years

Sr.No	Year of Consultancy	Client and his Address with Contact No.	Name of work viz DPR, Flyover/ROB/RUB/Bridge, with length & Span	Total Project Cost	Consultancy Fee Received	Remarks

Please attach additional sheets, if necessary.

Date:

Place:

Signature of the authorised Signatory