

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 33-35, Sector 34-A,
Chandigarh.**

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DISCLAIMER

The information contained in this Terms of Reference (“**TOR**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TOR and such other terms and conditions subject to which such information is provided.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1 GENERAL

The Punjab Public Works Department, Building & Roads Branch (PWD B&R) through Chief Engineer (IP) on behalf of Governor of Punjab (the “Authority”), GoP and Punjab Infrastructure Development Board (PIDB), a nodal agency set up by Government of Punjab (GoP) for implementation and development of infrastructure projects, endeavors 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) and intends to empanel reputed, established and experienced Consultant for preparation of Detailed Project Report for construction of ROB’s/RUB’s for replacement of existing level crossings.

The Authority had previously empanelled some Consultants for the similar assignments some years ago, and intends to create a fresh panel by repeating the process of empanelment by inviting fresh bids. The Consultant’s as already empanelled need to apply and compete again in response to this Request of Proposal.

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

2 SCOPE OF WORK

The Scope of Work for each Detailed Project Report for ROB/RUB shall include:

- 2.1 Collection of secondary data, road plan/ angle of crossing of rail line along with Railway land width, earlier made/submitted proposals, if any and existing site conditions.
- 2.2 Feasibility study and submission of a Preliminary Report along with site plan giving schematic proposal as regard the layout of approaches and railway portion, site conditions, proposed angle of crossing and gradient along approaches, configuration of approaches, 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. It shall include conducting reconnaissance survey to assess preliminary feasibility for movement of all categories of traffic as a result of construction of ROB including at level service roads, longitudinal drains, footpaths, location of underground and overhead services etc.

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- 2.3 Traffic Surveys and Study:
- (a) 24 hour classified traffic volume count on road at the location of Level Crossing for 3 working days and one day on all major and T-Junctions (including details of turning traffic) falling within area of influence of ROB or contributing traffic that shall use the ROB.
 - (b) Any other traffic study to determine feasibility of ROB and meeting relevant IRC Code of Practices and Standards;
- 2.4 To collect data from Railways related to the project including angle of crossing rail line, Railways land width; updated TVU (Train Vehicle Units).
- 2.5 To conduct detailed topographic survey with total station for roads, ROW, buildings, streets, Railway track and land, physical features, built-up area, underground and overhead services/utilities, tress, obstructions and encroachments, existing drainage system etc.
- 2.6 To coordinate and facilitate joint inspection by Railways & PWD (B & R) for feasibility of proposals as prepared.
- 2.7 To conduct detailed Geo-technical investigation in terms of minimum 2 Nos. bore holes, one on each side of level crossing of minimum 25 meters depth. Results should include recommendations regarding safe bearing capacity of soil for open foundation for Retaining walls /solid fill portion and for Pile foundation for Piers and Abutments for the stilted portion in terms of type, depth, diameter and their load carrying capacity etc. of Pile and any other special treatment as the site conditions warrant.
- 2.8 Preparation of General Arrangement Drawings (GAD) showing ROB, approaches (road configuration and gradients), service roads, both with horizontal and vertical profile, relocation of underground and overhead services/ utilities, trees to be cut, drainage arrangements and arranging approval of PWD (B&R) 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 Estimate of approaches and other contingent works. Broad guidelines for proposal, profile and specifications shall be prepared in consultation with PWD (B&R) and as per guidelines laid by MORT&H from time to time.
- 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 location of temporary level crossings, if required.

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- 2.10 Preparation of detailed 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 (B&R) including finalization of “Cost Sharing” by Railways and inclusion of construction of ROB in work programme of Railways with requisite Budgetary allocation of Ministry 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 of Project Milestones to monitor progress.
 - 2.14 Evaluation of Bids, namely Technical Bids in terms of scrutiny and checking Information towards Eligibility, bid security and conceptual plans including any other data/information as asked for, as submitted by bidders, including seeking any additional information where required from bidders; and Financial Bids in terms of comparative-cum-financial statement (along with updated departmental Cost for variation in rates of basic materials, premium as compared to that considered in framing of Detailed Estimate).
 - 2.15 To assist PWD (B&R) 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, proposals and drawings between GoP, PWD(B&R) offices, and Railways.
 - 2.18 The Consultant will assist the Authority in getting each Project Report approved from Sectoral Sub Committee of Punjab Infrastructure Development Board. The Consultant will also assist the Authority during public hearings that may be conducted by Punjab Infrastructure Regularity Authority (PIRA).
 - 2.19 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

The prospective bidders must meet the following Eligibility criteria:

- 3.1 Should have during last five (5) years successfully prepared DPR for construction of 5 (five) Nos. ROB/Flyovers each of length not less than 500 m out of which 50% of the length should be “silted”. (Details of the projects shall be furnished in the format given as per Appendix D along with the supporting documentary proof like Client’s certificate);
- 3.2 Should have in-house availability of Total Station and supporting Software;
- 3.3 Should have in-house services of a Highway Engineer, Structural Engineer and Quantity Surveyor;
- 3.4 Annual Turnover from similar consultancy Services of Rs 5.0 (five) crores during any three of last five financial years. (Audited copies of Balance Sheet and Profit & Loss account of financial years commencing from 2005-06 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 turnover.

Year before	Multiplying factor
2009-2010	1.00
2008-2009	1.10
2007-2008	1.21
2006-2007	1.33
2005-2006	1.46

4 TECHNICAL PROPOSAL:

The Technical Proposal shall be submitted in the form appended herewith as per Appendix A.

4.1 Bid Security

The prospective bidder’s shall submit a bid security for an amount of Rs 50,000/- (Rupees: Fifty thousand only) in the form of demand draft payable at Chandigarh in favour of “Punjab Infrastructure Development Board” payable at Chandigarh. The bid security of the unsuccessful bidders shall be returned within 15 days of the completion of empanelment process. The bid security of Consultant(s) to be empanelled shall be returned on receipt of Performance Security.

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

The bidder must submit details and documents of proof of having:

(i) During last five (5) years successfully prepared DPR for construction of 5 (five) Nos. ROB/Flyovers each of length not less than 500m out of which 50% of the length should be “silted” (accompanied with details of Assignment, Consultancy fee, Successful Completion Certificate);

(ii) Availability of in-house services of below noted Engineers:

- a. **Highway Engineer**
- b. **Structural Engineer**
- c. **Traffic Engineer**
- d. **Quantity Surveyor**
- e. **Survey Engineer**

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) Turnover for the last five years commencing from 2005-06 along with audited with copies of balance sheet, Profit and Loss statement along with details of income from consultancy services.

(iv) In-house availability of Total Station with details of relevant Software's.

(v) In-house availability of fully equipped Lab. for Geo-technical investigation of minimum 25 meter depth or proof of having tie up with an established Sub- Consultants having adequate experience in similar works (Details of such Sub-consultant shall be submitted with the bid along with details geotechnical investigations of ROB/flyover projects handled by the Sub-Consultant during last 5 years).

(vi) Availability of Software's (details thereof) for structural design of bridges.

(vii) Previous experience of liaison with Railways for similar works (supported with details of works and documentary proof).

The Technical Evaluation of Consultants meeting “eligibility criteria” shall be in form of pass/fail. The Bidders who shall ‘Pass’ the Technical Evaluation shall be informed of the date and time of opening of Financial bids.

5 FINANCIAL PROPOSAL:

- 5.1 The Financial Proposal shall be submitted in form appended herewith as Appendix-B clearly indicating the Cost of Consultancy per ROB in both figures and words, in Indian Rupees, and signed by the Authorized Representative. In the event of any difference between figures and words, the amount as indicated in words shall prevail. The Financial Proposal shall take all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per applicable law.
- 5.2 Financial Evaluation: The financial bids only of Consultants declared pass in technical evaluation shall be opened on date and time as intimated to the Bidder's (who have been declared Pass in the Technical Evaluation) in the presence of their authorized representative's. The attendance of authorized representative is mandatory and the authorized representative shall carry authorization letter in the Format appended herewith at Appendix- E. In the first instance L2 and L3 shall be offered to match their bids at par with L1 (lowest bidder). In case L2, L3 or both, do not agree then the next bidder in sequence shall be considered to bring their bid at par with L1 (lowest bidder).
- Note:** The authorized representative deputed by each bidder to be present at time of opening of the Financial Bids shall have the requisite authorization(as per Appendix - E) on behalf of the Bidder to exercise the option of matching their Bid with that of the L1 (lowest bidder).
- 5.3 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 having handled the projects as assigned.

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 ROB's 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. 10,000/- (Rupees Ten Thousand) in favour of "Punjab Infrastructure Development Board" payable at Chandigarh towards the cost of TOR document.

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- 6.3 The proposal shall be valid for 90 (ninety) days from the last date of receipt of bids as indicated herein. The Consultant must submit one original proposal and one copy only. The Authority shall have the option to seek further extension in 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 blue 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 Complete proposal must be delivered on or before 1500 hrs on 21/09/2010 on the following address:
- Chief Engineer (IP)**
Punjab Public Works Department (B&R)
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh-160022
(Phone: +91 172 4619747 Fax: 2665478)
- 6.8 The Authority 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. The Authority also reserves the right to annul the process at any stage.

7 QUALIFICATION & EXPERIENCE OF 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 would have liaison with Railway authorities for finalization and acceptance of proposal, estimated cost and details of cost sharing by railways. He shall be responsible to preparation and finalization of the completed Project Report in terms of proposal and profile meeting geometric design, structural design and drawings, detailed estimate, economic, financial, aesthetics, feasibility and environmental considerations. He shall also be responsible for updating the cost at the time of evaluation and acceptance of bids of contractors who would bid for the design and construction of ROBs.

He should be Post-Graduate in Highway Engineering with 15 years experience and must have worked on preparation of Detailed Project Report including 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 bridges and structures and choice of appropriate construction technology. He would be responsible for checking and approval of structural designs, drawings and detailing as submitted by the contractor for execution of work.

He should be a Post Graduate in Structural Engineering 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.

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 Post 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 would be responsible for updating the estimated cost as per the authority requirement at the time of evaluation of accepted bids of contractors who would bid for design and construction of ROB.

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 ROB/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 for each ROB and seeking approval from Railways shall be 120 (one hundred and twenty) days during which, the Consultant should put in continuous inputs. For other activities related to preparation of bidding document, evaluation and approval of Contractor's bid, and award of work and in respect of proof checking the Consultant shall adhere to the time line decided by GoP/the Authority. For avoidance of the doubt, the said period of 120 (one hundred and twenty) days shall be applicable for each ROB as assigned and in case of bunch of ROB's the period of 120 days shall be considered for the bunch of ROB's as assigned. 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 below, subject to the achievement of the preceding milestones.

Sr. 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 Investigations Report	60	5%
	Payment 3		5%
4.	On Obtaining approvals of GAD from Railways On submission of detailed cost estimate, as per proposal approved by Railways	90	10% 10%
5.	On finalizing cost sharing with Railways and inclusion in the Railway work Programme	110	10%
6.	Submission of Final Project Report and Bid Document, 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 ROB.

Notes:

1. That no payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority/ PWD(B&R), the work pertaining to the preceding stage. The Authority shall review and convey the observations for each stage within a period of 15 days of receipt of Report for each stage, and in the event of any delay the Consultant shall be paid a sum equal to 65% (sixty five percent) of the due payment for that stage.
2. The Consultant shall take-up the activities of Sr. No. 7. & 8 only on separate specific orders of the Authority.

9 PERFORMANCE SECURITY

The Consultant shall furnish within 7 days of the issuance of Letter of Acceptance (LOA), an unconditional and irrevocable Bank Guarantee from a Scheduled Bank for an amount of Rs.2.00lacs (Rupees Two lac only) in favour of Punjab Infrastructure Development Board payable at Chandigarh towards Performance Security shall be initially valid for a period of two year and there after extended for period as may be asked for by the Authority depending upon Projects being handled by the consultant.. The Bank Guarantee shall be released by the Authority upon successful completion of services and rectification of errors if any, found during implementation of the ROB and contingent works and satisfactory report by the Authority.

10 STANDARDS OF PERFORMANCE

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Assignment or to the services, as a faithful adviser to the authority, and shall at all times support and safeguards the authority's legitimate interests in any dealings with Sub-Consultants, Railways or Third Parties.

11 PENALTY

11.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.2% (zero point two percent) of the Consultancy Fee per day for the ROB or ROB's as the case may be subject to a maximum 10 % (Ten percent) of the Consultancy Fee of the ROB or ROB's as the case may be will be imposed and shall be recovered from payments due to the Consultant or 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.

12 TERMINATION

12.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, terminate the contract after the occurrence of any of the events specified in this Clause 12.1, 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 Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) if the Consultants, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

12.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Authority, such notice to be given after the occurrence of any of the events of this Clause 12.2, terminate this Contract:

- (a) if the Authority fails to pay any money due to the Consultants pursuant to this Contract;
- (b) if the Authority 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 Authority of the Consultants' notice specifying such breach; or
- (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.

12.3 Upon termination, all plans, drawings, specifications, designs, reports and other documents prepared by the consultant in performing the Services shall

become and remain the property of the Authority, and all intellectual property rights in such Consultancy documents shall vest with the Authority. The Consultant shall deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof.

- 12.4 Upon termination, the Authority shall make the payment to the consultant for the services satisfactorily performed pursuant to Clause 8 hereof prior to the date of termination.

13 COMPLETION OF SERVICES

The Consultant shall complete the services within a period of 120 (one hundred and twenty) days from date of assignment by the Authority for each ROB or bunch of ROB's as the case may be. Time frame for item at serial no.7 & 8 under Clause 8 shall be separately conveyed by Authority / PWD (B&R) for each case.

14 LIMIT OF SCOPE OF WORK

GoP/the Authority may limit the scope of work to any stage for any ROB or bunch of ROB's as the case may be and the payments in the such case shall be limited up to the completed stage of work for the ROB or bunch of ROB's as the case may be as per the percentage of Lump sum fee detailed in Clause 8 above.

15 SETTLEMENT OF DISPUTES

- 15.1 The Authority and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Assignment .
- 15.2.1 Any dispute between the Authority and the Consultant not resolved amicably shall be finally settled by reference to arbitration by a Sole Arbitrator to be appointed by the Managing Director, Punjab Infrastructure Development Board.
- 15.2.2 The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996.
- 15.2.3 The venue of such arbitration proceedings shall be Chandigarh and the language of arbitration proceedings shall be English.
- 15.2.4 The sole Arbitrator shall make a reasoned award. The same shall be final and binding on the Authority and the Consultant as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

15.2.5 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

16 JURISDICTION

The courts 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.

17 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)/NHA1 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 the authority and the fee for document of Rs. 10,000 (Rupees Ten 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.

18 ADDRESS FOR COMMUNICATION

Chief Engineer (IP),
Punjab Public Works Department (B&R),
SCO 341-342(2nd Floor),
Sector 34-A,
Chandigarh-160022
(Phone: +91 172 4619747 Fax: 2665478)

APPENDIX A

TECHNICAL PROPOSAL SUBMISSION FORM.

From: (Name of Firm)

To

Chief Engineer (IP),
Punjab Public Works Department (B&R),
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh-160022

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

- 1 With reference to your Terms of Reference (TOR) dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment of Consultants for Consultancy Services for Preparation of Project Reports for Construction of ROBs in State of Punjab. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

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7. I/We declare that:
- (a) I/We have examined and have no reservations to the Terms of Reference (TOR), including any Addendum issued by the Authority;
 - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (c) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Punjab in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
11. The Bid Security of Rs. 50,000/- (Rupees: fifty thousand) in the form of a Demand Draft is attached, in accordance with the Terms of Reference (TOR).
12. I/We agree and understand that the proposal is subject to the provisions of the Terms of Reference (TOR). In case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the Terms of Reference (TOR).
14. In the event of my/our being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the Appendix F of the Terms of Reference (TOR). I/We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. I/We have studied Terms of Reference (TOR) and all other documents carefully. I/We

understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the Terms of Reference (TOR).

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Terms of Reference (TOR).

Yours faithfully,

(Signature, name and designation of the authorized signatory)

APPENDIX B
FINANCIAL PROPOSAL SUBMISSION FORM

From: (Name of Firm)

To

Chief Engineer (IP),
Punjab Public Works Department (B&R),
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh-160022

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

I/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) inclusive of all taxes (including service tax etc.) for Project Report of each ROB *[Amount in words and figures]*.

We understand that for evaluation of the bids the Lump sum consultancy amount as quoted shall be considered and you have the option not to assign the consultancy job for the 'bid process and evaluation of bids of Contractor for execution of work at site' and '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]. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I/ 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 the Authority /GOP/ for any continuing work of Authority /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, Authority /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 Authority. I have no objection if my services are extended by Authority /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 Addresses with	Name of work viz DPR, Flyover/ROB/RUB/Bridge, with	Total Project Cost	Consultancy Fee Received	Remarks (Status of assignment - executed /under

Please attach additional sheets, if necessary.

Date:

Place:

Signature of the authorised Signatory

APPENDIX E

AUTHORIZATION FORMAT

From: (Name of Firm)

To

Chief Engineer (IP),
Punjab Public Works Department (B&R),
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh-160022

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

Dear Sir,

With reference to our bid dated _____ for the captioned subject, we hereby authorize Mr. _____ (Name) _____ (Designation) to attend the financial opening on behalf of M/s _____.

Further, in case we fail to be the L1 (lowest bidder), we authorize Mr. _____ (Name) , _____ (Designation) to exercise the option of matching the Bid with that of the L1 (lowest bidder).

Yours sincerely,

Authorized Signatory:

Name and title of Signatory:

Name of Firm:

Address:

APPENDIX F
AGREEMENT FOR CONSULTANTS' SERVICES

This Agreement (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2010, by and between,

Governor of Punjab acting through Chief Engineer (IP), Punjab Public Works Department, Building & Roads Branch hereinafter referred to as “**Authority**” (which expression shall unless the context otherwise requires include its successors and permitted assigns), of the One Part.

And

M/s _____, a company incorporated under the _____ and having its registered office at _____ (hereinafter referred to as the “**Consultant**” which expression shall, unless the context otherwise requires, include its successors and permitted assigns) through **Mr.** _____, the duly authorized representative of the Consultant, of the Other Part.

WHEREAS

Punjab Infrastructure Development Board on behalf of Punjab Public Works Department, Buildings & Roads Branch, through a transparent competitive single stage bid process, has **Empanelled Consultant for Consultancy Services for Preparation of Project Reports for Construction of ROBs in State of Punjab** (hereinafter referred to as “**Assignment**”);

1. The Client has requested the Consultant to provide consulting services as mentioned in Terms of Reference (TOR) i.e. Appendix-I to the Contract Agreement;
2. The Consultant, having represented to the Authority that they have the required professional skills, personnel and technical resources and also, agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. All Appendices (from Appendix- I to Appendix- VII) attached hereto with this Contract Agreement shall have a legally binding effect upon the parties to this Contract Agreement.
2. The Appendices (from Appendix-I to Appendix-VII) shall be deemed to form an integral part to this Contract Agreement, having full effect of laws in force and shall be contractually binding upon the parties.
3. The details of the Appendices (from Appendix-I to Appendix-VII) are given as under:-
Appendix I: Terms of Reference (TOR)

-
- Appendix II:** Addendum's to Terms of Reference (TOR) issued subsequently.
 - Appendix III:** Technical Proposal of the Consultant
 - Appendix IV:** Financial Proposal of the Consultant
 - Appendix V:** Copy of Letter of Empanelment
 - Appendix VI:** Performance Security
 - Appendix VII:** Copy of letters, dated _____ submitted by the Consultant M/s

4. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
- a) the Consultant shall carry out the services in accordance with the provisions of the Contract Agreement; and
 - b) the Authority shall make payments to the Consultant in accordance with the provisions of the Clause 8 of Request of Proposal i.e. Appendix-I to the Contract Agreement.

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.

For and on behalf of Punjab Public Works Department, Building & Roads Branch PWD(B&R) [NAME] _____ [Designation] Chief Engineer(IP), Punjab PWD(B&R) Branch Chandigarh	Signature:
For and on behalf of CONSULTANT [NAME] _____ [Designation] _____	Signature:

Witness 1: [NAME] _____ [Designation] _____	Signature:
Witness 2: [NAME] _____ [Designation] _____	Signature:

Place: Chandigarh

Date: _____