

Government of Madhya Pradesh
MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 004
(An Agency of Govt. of M.P. Rural Development Department)

DETAILED DOCUMENT

INVITATION FOR CONSULTANCY SERVICES FOR SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR ROADS/BRIDGE WORKS

As per Invitation No. /SUP-CONS/D-12/MPRRDA/2007 Bhopal Dated

M.R. No. Dated

ISSUED TO :

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Issued by:

**MADHYA PRADESH RURAL ROAD
DEVELOPMENT AUTHORITY, BHOPAL**

July - 2009

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MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)

5th Floor, Block-II, Paryavas Bhawan, BHOPAL M.P. – 462 004

DETAILED NOTICE INVITING TENDER FOR SQC CONSULTANCY

No. 8065/22/D-12/MPRRDA/P-9(P-I)/09

Bhopal, Dated: 08 /07/09

Madhya Pradesh Rural Roads Development Authority invites proposals from the reputed consultants for Supervision and Quality Control Consultancy of Rural Roads being constructed under PMGSY for the packages given below. The consultant is required to administer the services as the 'Engineer', ensuring that the contractual clauses related to the quality and quantity are adhered to and the works are implemented in accordance with its provisions/specifications within the stipulated time.

S. No.	Phase	District	Package No.	Estimated cost of construction works (in Lakhs)	EMD in Lakhs	Name of PIU
1	2	3	4	5	6	7
1	VII (B.W.)	Alirajpur	Alirajpur	5855	1.93	Alirajpur-II
2	IX (B.W.)	Raisen	Raisen	2930	0.97	Raisen
3	VII & VIII (B.W.)	Sheopur	Sheopur	2000	0.67	Sheopur
4	IX & (B.W.)	Gwalior	Gwalior	2685	0.89	Gwalior

- (a) In Addition to estimated cost of construction work of each package shown in Col. No. 5 above, balance work of previous phases, may also be allotted, at any time, to the consultants which will be treated as part of the agreement and consultant will be bound to supervise such works, provide staff as per norms and attend all formalities/prepare final bill etc. on completion of package.

(b) Consultant should submit C.V. of TL & RE for the required no. as per Note 1. (a) Below Para 5.3 of TOR, with their technical offer.
- The financial proposals are invited as percentage of the estimated cost of construction work for each package.
- Period of consultancy service is **16 months** including rainy season from the date of work order.
- To quality for award of work;
 - Consultant should have turnover (receipts from consultancy fee) of not less than Rs.30.00 lakhs in any one year during last 3 years.
 - Consultant should have experience of supervision and quality control work of Road & Bridge construction works for one year

Or

DPR preparation consultancy of road and bridge works for 3 years. Such consultants should also have a team of engineers having adequate experience of road construction supervision.
- Tender documents can be obtained from the office of the undersigned up to **22-07-09** on payment of Rs.2000/- for each package. Bid document may also be downloaded from our web site <http://www.mprrda.com/>. In such case, cost of bid document Rs.2000/- for each package will have to be submitted in the form of DD with tender.
- Last date of receipt of completed offers is **23-07-09 upto 3.00 PM.** and Technical offers will be opened on the same day at **3.30 PM.**
- Financial offers will be opened on **25-07-09 at 3.30 PM.**

8. Consultant should submit audited profit & Loss Account and Balance Sheet with Report there on in support of their turnover with a certificate by C.A. that turnover relates to consultancy fee only. They have also to submit experience certificate issued by the employer.
9. Bidder has to submit and affidavit stating that:-
 - i. Information furnished with the tender is true and correct to the best of my knowledge and belief. If any information is subsequently, even after award of work, is found to be in correct MPRRDA may forfeit EMD & debar from future tendering.
 - ii. Turnover shown in the accounts is from consultancy fee only.
 - iii. No relative is working as contractor or Employee of MPRRDA in the PIU in which tender is being submitted.
10. Technical Bid should be submitted duly page numbered and indexed. Technical Bid submitted otherwise or any information not found on the page number given in the index will not be considered
Qualification criteria & other details may be seen on our website www.mprrda.com

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

Endt. No. 8066 /22/FA/MPRRDA/2009

Bhopal, Dated: 08/ 07/2009

Copy to:

1. Secretary, Ministry of Rural Development, Rural Development Departments Govt.of IndiaKrishi Bhawan, New Delhi.
2. Secretary, Public Works Departments / Agriculture Department / Finance Department Mantralaya Bhopal
3. Commissioners Public Relation, Ban Ganga Bhopal.
4. Engineer in Chief Public Works Departments, Satpura Bhawan, Bhopal.
5. Chief Engineer, Public Works Departments, Jabalpur/ Gwalior / Indore/ Bhopal /National Highway / Bridge.
6. Managing Director Rajya Setu Nigam, Arera Hills, Bhopal.
7. Chief Engineer, Central Public Works Departments, E-3/4B Arera Colony Bhopal.
8. All Divisional Commissioners
9. All Collectors
10. Chief Executive Officers, Zilla Panchayat (all).
11. Chief General Manager, MPRRDA, Indore & Jabalpur.
12. General Manager Programme Implementation Units (all).

For information and wide publicity.

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

Government of Madhya Pradesh
MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
5th Floor, Block-II, Paryavas Bhawan, Bhopal

Letter of Invitation

Subject: - Supervision consultancy for the work of construction/ upgradation of rural roads in Madhya Pradesh under PMGSY.

1 INTRODUCTION: -

1.1 The MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY is an agency of the Government of Madhya Pradesh Rural Development Department constituted for construction of rural roads in the state under PMGSY. At present there are 44 Project Implementation Units (PIU) of MPRRDA which are proposed to be increased to 75.

1.2 You are invited to submit technical and financial offers for consulting services required for the assignment as detailed in TOR. **You can submit your offer for one or more consultancy packages but earnest money and the tender will have to be submitted separately for each consultancy package. The Authority reserves the right to limit the award the work after assessing your bid capacity as per para 3.1.2(VIII).**

1.3 To obtain first hand information of the assignment and local conditions, you are requested to pay a visit to the project site and General Manager of concerned PIU, before submitting the proposal. You must fully acquaint yourself of the local conditions and take them into account in preparing your proposal.

1.4 Please note the following:

1.4.1 Cost of preparing the proposal including visits to the Client and the project area, are not reimbursable as a direct cost of the assignment.

1.4.2 Client is not bound to accept any of the proposals submitted.

1.4.3 A " Pre-Bid Meeting" Shall be arranged at MPRRDA Headquarters, Bhopal (date given in the NIT) to clarify the issues and to answer questions on any matter that may be raised at that stage. Any modification to the bid

document, which may become necessary as a result of pre-bid meeting, shall be notified by issuing an amendment to the bid document through the minutes of the pre-bid meeting.

1.5 The proposals must be properly signed as detailed below:

1.5.1 By the proprietor in case of a proprietary firm.

1.5.2 By the partner holding Power of Attorney, in case of a firm in partnership, (A certified copy of the Power of Attorney shall accompany the proposal).

1.5.3 By a duly authorized person holding the Power of Attorney in case of a limited company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).

1.6 In case of a Joint Venture/Association of two or more firms, the proposal shall be accompanied by a certified Copy of the legal Memorandum of Understanding (MOU), signed by all firms of the Joint Venture/Association.

It is expected that most experienced firms of the Joint Venture/Association will act as a lead firm representing the Joint Venture/Association. **The lead partner should have atleast 50% share in the Joint Venture.** Other partners should not have less than 25% share and also fulfill the qualifying criteria to that extent. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/agreement. It is expected that the lead partner would be authorised to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture/Association. Joint venture information should be given in Annex. VIII. All the JV partners shall be jointly and severally responsible for all contractual liabilities.

Bid shall be signed so as to legally bind all the partners, jointly and severally, and every bid shall be submitted with a copy of the joint venture agreement.

2 DOCUMENTS: -

2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data sheet.

2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment will be notified in writing or tele-fax to all the

invited Consulting firms and will be binding on them. The client may at his discretion extend the deadline for submission of the proposals.

3) PREPARATION OF THE PROPOSAL: -

Consultants are requested to submit a technical and a financial proposal. The proposal shall be in English language.

Technical Proposal

Consultants are expected to examine all terms and instructions included in the Documents. Failure to provide all or any of the requested information will be at your risk and may result in the rejection of your proposal.

3.1.2 During preparation of the technical proposal, you must give particular attention to the following: -

- (i) Total assignment period is indicated in the Terms of Reference (TOR) (**Annexure-I**). You should feel free to make your own assessment considering the requirement of the work out put as per the requirement of the TOR, including your assessment of the support personnel both technical and administrative and submit your proposals accordingly. However consultant will have to deploy minimum number of key persons as indicated in Para 5.3 (Table) of T.O.R. The consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid for.
- (ii) Majority of key professional staff proposed may preferably be permanent employees of the firm.
- (iii) No alternative key professional staff may be proposed and only one C.V. may be submitted for each position.
- (iv) The availability of key personnel must be insured at site during the execution of the work as per schedule.
- (v) A good working knowledge of English and Hindi language is essential for key professional staff on this assignment.
- (vi) All reports must be in the English language.

- (vii) Past performance of the consultant in the Authority will be accounted for. Unsatisfactory performance may render the consultant disqualified from participating in financial bidding.
- (viii) **A consultant may submit offer for one or more consultancy packages but allotment of work will be subject to the fulfillment of qualifying criteria given in para 5 and following financial parameters. Consultant on the basis of their turnover (receipt from consultancy fee) in any one year during last three years, may be allotted work as under:-**
 - a. **Rs. 30 lakhs to 50 lakhs – one package.**
 - b. **Rs. 50 lakhs to 75 lakhs – upto two packages.**
 - c. **Rs. 75 lakhs to 1 crore – upto three packages.**
 - d. **Rs. 1 crore to Rs. 2 crore- four packages.**
 - e. **More than Rs. 2 crore- more than four packages.**

This limit will be applied to all packages allotted during a financial year.

Past performance of the consultant, their capacity and work in hand will also be taken into account for award of work. For this purpose consultant should submit details of the similar work done in last 3 years', certified financial turnover of last 3 years' and work in hand to be completed in next 1 Year.

The Authority reserves the right to limit the award of total number of packages to the maximum number of four.

3.1.3 Your technical proposal shall include but be not limited to the following:

- (i) **Firm's organisation, structure and relevant experience (including details of the previous experience in the enclosed Annexure-VI).**
- (ii) Any comments or suggestions on Terms of Reference and data.
- (iii) Description of methodology and work plan for performance of assignment.
- (iv) Details of equipments, vehicles, office infrastructure, communication facilities, their respective numbers and details of licenses for

equipments and software proposed to be used for the assignment. It should be clearly understood that equipment and other facilities as may be indicated here will have to be deployed on work.

- (v) The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed by the various experts are given in **Annexure –II**. The tasks to be assigned to each member of the proposed team should conform to but not be limited to the generalised tasks given in **Annexure-II**. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.
 - (vi) *Curriculum Vitae (C.V.)* **recently signed with date by the proposed key professional staff and also an authorised official of the firm.** The key information shall be as per the format given in **Annexure-III**.
 - (vii) Proposed work programme for the execution of the services, illustrated with bar charts of the activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
- a) Financial Proposal**
- 3.2.1 The financial proposal shall be submitted on percentage (%) of probable amount of contract in the format given in **Annexure-IV**. The payment shall be made monthly as per percentage of the contractor's billed amount. **The contractor's tender premium (both below or above) will not be taken into account.**
 - 3.2.2 Financial proposals will include component of key personnel and supporting staff as well as the lumpsum component (i.e. support staff, fully furnished office accommodation, transportation, equipment, vehicles, communication facilities etc.). The format for the financial proposal is given in **Annexure-IV**. The expected inputs and the minimum requirements/standards to be maintained for the lumpsum component is furnished in the above mentioned Annexure.
 - 3.2.3 Consultant is required to submit the break up of consultancy charges mentioned in para one above in the following format.

Level	Unit	Office and other expenditure	Expenditure on Salary	Total Expenditure
PIU Level	Per month for 16 months			
Contract Package Level	Per month for 15 months			
Work Site Level	Per month for 15 months			

Note 1: In case there is very slow progress of contractors and consultancy fee received by the consultant is not sufficient to cover the salary expenses of the consultant's staff posted for the supervision of work, consultant may be granted advance to the extent indicated below on receipt of express request from him. This amount will be adjusted in future in the overall consultancy fee payable to him. No such payment will be made in first three months.

- Team Leader upto Rs.10000/- per month.
- ARE and Material Engineer upto Rs.5000/- per month.
- Field Engineer upto Rs.3000/- per month.
- Lab Technician upto Rs.2000/- per month.

3.2.4 The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the project.

3.2.5 The financial proposals shall take into account the tax liability and cost of insurance, if any, specified in the Data sheet.

3.2.6 Madhya Pradesh Rural Road Development Authority shall make the payment in Indian Rupees through cheque or draft. The commission/draft charges etc. shall be borne by the consultant.

4. Submission of Proposals: -

4.1.1 Consultants must submit one proposal for one Consultancy Package. Each proposal will be sealed in an outer envelope, which will bear the

address and information indicated in the Data sheet. Consultants already working in MPRRDA need not to submit complete profile of the firm. **They will have, however, to submit CVs of staff proposed, JV data/agreement and receipt/payment account of last 3 years duly certified by CA.**

- 4.1.2 The outer envelope will contain three separate envelopes, one clearly marked " *Earnest Money Deposit*" the other "*Technical Proposal*" and third clearly marked "*Financial Proposal*".
- 4.1.3 The technical and financial proposal must be prepared in indelible ink and must be signed by the authorised representatives of the Consultants. The letter of authorisation must be confirmed by a written Power of Attorney accompanying the proposals. The person or persons signing the proposal must initial all the pages of the Technical and Financial proposal.
- 4.1.4 The proposal should not contain any inter lineation or overwriting except as necessary to correct errors made by the Consultant's themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.1.5 Your completed Technical and Financial proposal must be delivered on or before the time and date mentioned in the Data sheet
- 4.1.6 Your proposal must be valid for 120 days as stated in the Data sheet from the closing date during which you must maintain the professional staff proposed for the assignment.
- 4.1.7 The Consultant must submit Earnest Money for an amount as shown in **Appendix I** (Summary Sheet) for the particular package. The Earnest Money shall be pledged in favour of M.P. Rural Road Development Authority, in one of the forms mentioned below: -
 1. Demand Draft of any scheduled Bank.
 2. Fixed/Term Deposit receipt of any Scheduled Commercial Bank.
 3. National Savings Certificate/s.
- 4.1.8 The proposal/s not accompanied by proper Earnest Money, will not be opened and shall be returned unopened.
- 4.1.9 Earnest Money of unsuccessful consultants will be returned within 28 days of the end of the validity period of the offer.

4.1.10 The Earnest Money of the successful consultants will be discharged/adjusted when consultant has signed the agreement and furnished the required performance security.

4.1.11 The Earnest Money may be forfeited

- a) If the consultant withdraws the offer after submission during the period of tender validity.
- b) In the case of a successful consultant, if the consultant fails within the specified time limit to sign the agreement & furnish required performance security.

5. Proposal Evaluation: -

A two-stage procedure will be adopted in evaluating the proposals;

- (i) a technical evaluation, which will be carried out prior to opening the financial proposals;
- (ii) a financial evaluation,

5.1 Evaluation of Technical Proposal: -

The evaluation committee appointed by the client will carry out its evaluation applying the evaluation criteria as under: -

Criteria for Evaluation of Technical Proposal: -

Only those consultants who fulfill following criteria shall be eligible for consideration: -

- (i) Consultant should have turnover (receipts from consultancy fee) of not less than Rs.30.00 lakhs in any one year during last 3 years and
Should have experience of supervision and quality control work of Road & Bridge construction works for one year
Or
DPR preparation consultancy of road and bridge works for 3 years. Such consultants should also have a team of engineers having adequate experience of road construction supervision.
- (ii) Consultant should have qualified key personnel listed in Annexure-II for each consultancy package, offered by him.
- (iii) Team leader should preferably be permanent employee of the consulting firm.

- (iv) Consultants who are already associated with MPRRDA and are performing satisfactory services for the job already in hand.

5.2 Evaluation of Financial Proposal: -

The evaluation committee appointed by MPRRDA will examine the financial proposals. The appointed evaluation committee would determine if the financial proposals are complete and after approval of the competent authority, successful consultant shall be notified. The competent authority reserves all rights to accept or reject any or all proposals without assigning any reason for his decision.

6. Negotiations: -

Normally negotiation shall not be conducted, however, with the approval of competent authority negotiation may be conducted with the lowest tenderer with a view to withdraw the conditions and reduce the rates.

7. Award of Contract: -

- 7.1 The Contract will be awarded to the successful consultant. Successful consultant shall draw agreement with the client in the prescribed form.
- 7.2 The selected Consultant is expected to commence the assignment on the date and at the location specified in the work order.
- 7.3 Supervision consultancy work of subsequent phases of the project, may be allotted on the same rates, terms and conditions depending upon the performance of the consultant. Existing office establishment and services of same team leader and RE shall be continued unless otherwise directed by MPRRDA but consultant will have to deploy additional ARE and field engineers for supervision of the balance work of previous phase/phases as per Table 1 pera 5.3 of TOR. Amount of consultancy package may differ year to year. Consultant will have, however, no claim for such allotment of work.

8. Contact Persons: -

1. Shri Shailendra Singh
Chief Executive Officer, Ph No. 0755 2430522, Fax 0755-2573396
E-mail: ceomprda@hotmail.com
2. Shri M.K. Gupta,
Chief General Manager-I, Ph. No. 0755-2551396, Fax 0755-2573396
3. Shri R.S.Vajpai,
Financial Advisor Ph. No. 0755-2571562, Fax 0755-2573396
General Managers of Programme Implementations Units, list attached
Appendix-II.

Chief General Manager
M.P. Rural Roads Development Authority
Bhopal (M.P.) Phone (0755) 2551398 or 2577320
Fax No.-0755 2573396 or 2571562

DATA SHEET
Request for Proposal (RFP)

1. **Reference**

1.1 **The name of the assignment is:**

Supervision and Quality control Consultancy for CONSTRUCTION/UPGRADATION OF RURAL ROADS UNDER PRADHAN MANTRI GRAM SADAK YOJNA – As per Appendix –1 for one Consultancy Package

1.2 **The name of the Client is:**

Madhya Pradesh Rural Roads Development Authority, 5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)

1.3 **The Method of Selection is:** Quality and Cost based Selection (QCBS)

1.4 **The pre-bid conference shall be held:**

Date -

Time -

**Venue - Madhya Pradesh Rural Roads Development Authority,
5th Floor, Block-II, Paryavas Bhawan, BHOPAL, M.P.**

Clarification can be requested on or beforefrom the addresses given below.

1.5 **The Name(s) and Address (es) of the Officials are:**

a. Mr. M. K. Gupta,
Chief General Manager-I,
Madhya Pradesh Rural Roads Development Authority,
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)

c. General Manager (Tech.),
Madhya Pradesh Rural Roads Development Authority, 2nd Floor,
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)

1.6 The documents are (TOR and Annexures):

- a) Appendix —III: DATA SHEET for RFP
- b) Annexure – I: Terms of Reference (TOR)
- c) Annexure—II: Task Assignment for key personnel
- d) Annexure—III: Format for Curriculum Vitae
- e) Annexure—IV: Format for financial Proposal
- f) Form of Agreemented General Conditions.

2. Tax and insurance:

The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

3. Limitations of the consultant's liability towards client:

- (A) Except in case of gross negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out of the services, the consultants, with respect to the damage caused by the consultants to the client's property, shall not be liable to client: -
 - 1. for any indirect or consequential loss or damage, and
 - 2. for any direct loss or damage that exceeds: (a) the total payments for services made or expected to be made to the consultant hereunder, or (b) the proceeds consultant may be entitled to receive from any insurance maintained by the consultant to cover such liability, whichever of (a) or (b) is higher.
- (B) The limitation of liability shall not affect the consultant's liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultant in carrying out the services.
- (C) The consultant or their personnel, if found to be involved in the gross negligence or willful misconduct, which cause damage to the interests of the Authority, shall be liable to the damages jointly with the works contractor. They or their personnel can also be subjected to the penal action under **M.P. Vinirdishtta Bhrashta Acharana Nivaran Adhiniyam 1982.**

4. Insurance to be taken out by the Consultant:

The risk and coverage shall be as follows: -

- (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by

the consultants or their personnel or any sub consultant or their personnel for the period of the consultancy.

- (b) Employer's liability and worker's compensation insurance in respect of the personnel of the consultant and of any sub consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

5. Time frame: -

1. It is estimated about 15 months or date of completion of the project whichever is later of services will be required for the assignment as per the TOR. You should feel free to make your own assessment considering the requirement of work output in terms of TOR including your assessment of support personnel, both technical and administrative and submit your proposal in percentage of Project cost on the basis of service period person months, which you consider necessary to undertake the assignment.
2. Proficiency is required in the language English
3. Reports must be written in the language (s) English
4. Correspondence English / Hindi

In elaborating the proposed work plan and methodology, consultants should also indicate the number of the support personnel in different areas and categories.

However the consultant will have to deploy minimum number of key persons as indicated in Para 5.3 (Table) of T.O.R.

6. The number of copies of the proposals are:

Technical proposal-----1 copy may be given for one or more packages but separate composition of team should be given for each consultancy package. Consultants already working in MPRRDA need not to give complete profile of the firm but they have to submit C.V.s of the staff proposed for each package.

Financial Proposal----- 1 copy for each consultancy package.

- 7. The address is:** Chief Executive Officer,
Madhya Pradesh Rural Roads Development Authority,
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)
Telephone 0755-2572207, Fax-0755- 2573396

- 8. The envelopes must be clearly marked:**
- a. Outer envelope to be marked as outer envelope for consultancy package (s)
 - b. EMD envelope placed in outer envelope be marked as Earnest Money for Consultancy Package
 - c. Technical Proposals envelope placed in outer envelope be marked as Technical Proposal for Consultancy Package (s)
 - d. Financial Proposal envelope placed in outer envelope be marked as Financial Proposal for Consultancy Package (s)
- 9 The date and time of proposal submission are:**
- 10 Validity Period (days) 120 days from the date of receipt of offer**
- 11. Commencement of the Assignment (date, location):** The consultant shall begin carrying out services within 15 days of the date of effectiveness of the contract at the locations as required for the project stated in the TOR.
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TERMS OF REFERENCE (TOR)**Supervision consultancy for the work of construction / upgradation of rural roads in Madhya Pradesh under PMGSY etc. scheme for Districts under Project Implementation Unit Bhopal.****Terms of Reference for Supervision Consultancy Services****1. Background of project****1.1 General**

The Government of Madhya Pradesh has formed an independent agency to execute construction, upgradation and maintenance of rural roads in M.P. This agency is named as MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA) and will be responsible to construct roads of categories of ODR and VR in the state. It is proposed to undertake construction and up-gradation of rural roads as well as cross-drainage works in the state (hereinafter called civil works) under the Pradhan Mantri Gram Sadak Yojna (PMGSY) as per guidelines of the scheme. There are 44 Project Implementation Units (PIU) as field formation which are proposed to be increased to 75. List of present Project Implementation Units along with name and phone no. of General Managers are given in **Appendix-II**. Quantum of work and their type may vary from unit to unit. Work contract packages have been formulated by grouping various individual road works. It is proposed to under take construction work of roads under these packages through reputed contractors. The details of the package/packages are enclosed as **Appendix-I**.

1.2 It is proposed to engage qualified consultants with proven relevant experience of implementing the projects of similar nature and size, for the supervision and quality control of proposed civil works. The proposed civil works involve construction of road works and CD works.

1.3 The MADHYA PRADESH RURAL ROADS DEVELOPMENT AUTHORITY (MPRRDA) will be the Employer and Executing Agency of this project.

1.4 WORKS

Each supervision consultancy package may consist of one or more construction packages to be handled by different construction contracts. A supervision consultant shall supervise the works of all construction contracts in one consultancy package. The work may involve new roads as well as upgradation of existing roads. It may require new/widening of earthwork in embankment, laying Gradings 1, 2 and 3 of WBM surfaces, laying of bituminous surfaces, concrete surfaces in village portion and construction and improvement of cross drainage and Medium Bridge works among other relevant works. The work may require modern machinery and techniques. The proposed construction procedure to be adopted may involve milling of the existing roads to adequate depth to ensure camber corrections. The milled material is proposed to be recycled for use in establishing the change of camber of the pavement. In those stretches where rigid pavement is proposed, scrapping of the existing carriageway part of sub-grade and reconstruction may be envisaged as per site conditions. In Black cotton soil areas the pavement with select soil hard shoulder are to be laid.

- 1.5 Keeping in view the duration of construction, it is expected that more concerted efforts will be required either at one front by deploying adequate machinery and manpower including more number of shifts etc. or alternatively by opening more than one frontage simultaneously in order to complete the construction projects within the stipulated periods. These details are furnished to acquaint the prospective supervision consultants as they are expected to reflect the above requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology.
- 1.6 Broadly speaking, the works may consist of the following activities, in addition to the details of construction of pavement etc. mentioned above: -
- (i) Sub grade, Embankment widening and improvement, Sub base, base, bituminous pavement and concrete pavements;
 - (ii) Raising of the carriage way in congested areas and areas subjected to frequent flooding;
 - (iii) Widening and stabilizing of embankments;
 - (iv) Improvement to geometric, subjected to availability of land. Improvement or replacement of culverts;
 - (v) Cross drainage structures;
 - (vi) Maintenance of existing stretches during construction period;
 - (vii) Environmental mitigation measures.

1.7 PROPOSED CONSULTANCY ARRANGEMENT

Construction packages have been clubbed to form supervision consultancy packages as shown in **Appendix-I**. Separate consultants may be engaged for each supervision consultancy packages.

1.8 Project Preparation

Detailed Project Reports have been prepared by reputed consultants/**departmentally**.

2. Objective

The objectives of the proposed Consultancy Services are:

- i. Proper management of civil works contract as 'Engineer' in terms of civil works contract including field measurements and quality assurance work.
- ii. Comprehensive supervision of project implementation activities carried out by the Contractors to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
- iii. Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
- iv. Ensure high standards of quality assurance in the supervision/execution of work.
- v. Completion of the work within the stipulated period of completion. Consultants will specially be responsible for quality and early completion.

3. Contract Management Framework (CMF)

The main features of Contract Management Framework (CMF) formulated for the execution of the proposed construction of works are: -

- i. The General Manager Project Implementation Unit will administer the project as Agents for MPRRDA in accordance with the provisions in rules with modifications.
- ii. For administration of the Contract under the Project, the MPRRDA will be the Employer. The Employer has a Project Implementation Unit (PIU), which is the in-charge for the works. The PIU is headed by the Project General Manager who is assisted by appropriate professional and support staff. The Project General Manager will act for and on behalf of the Employer.
- iii. The Consultant shall nominate a Representative who shall be called the Team Leader, and will act as 'Engineer'. The Engineer shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract.
- iv. The Supervision Consultant will make the necessary measurements and control the quality of works. The Supervision Consultant shall make all

engineering decisions required during the implementation of the Contract. However, **the Supervision Consultant shall seek prior approval of the Employer with regard to the following:**

- a. Any variations or deviations with financial implications.
- b. Variation in work quantities for fixation of rates.
- c. Sanction of additional items, sums or costs and variations of rates and prices
- d. Approve the subletting of any part of works.
- e. Approve any extension of contractual time limits.
- f. Stopping and/or termination of the Contract for Works
- g. Change in specification and deviation from approved drawing.

4. Scope of Consulting Services

The Scope of Consulting Services shall include but not necessarily be limited to the following:

4.1 Engineering and Administration

1. To assist Employer in contract administration and management of the project.
2. Act as 'Engineer' for the purpose of civil works contract.
3. Interpretation of the Technical Specifications and Contract Documents.
4. Scrutinize the Contractors' detailed work programme, suggest modifications if any, after a careful study keeping in view the overall interest of the project and recommend the same for approval of the GM PIU. Work programme should be scrutinized within 10 days of the submission of the programme and after obtaining approval of the GM PIU. The programme will be issued to the contractor within 20 days of submission of work plan.
5. Scrutinize and/or review Contractor's superintendence, personnel and suggest modifications, if any.
6. Initiate advance actions for handing over of site and/or issue of drawings, and / or advise Employer.
7. Scrutinize the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
8. Scrutinize the detailed drawings for drainage (inclusive of drainage scheme through areas), junctions, road signs and markings, safety measures, km stones, protection works, arboriculture etc. and prepare

- the corrected drawing (if required) and issue it to the contractor within seven days of receipts of drawing from GM PIU.
9. Consultant is to approve the working drawings/detailed drawings prepared by DPR consultant or any other agency and also setting out data and issue the same to the contractor within 3 days after getting the required approval from GM PIU.
 10. Prepare working drawings wherever necessary for both permanent and temporary works.
 11. Prepare, scrutinize and approve the drawings for temporary works as required under the Contract.
 12. Liaisoning and co-ordination with the local authorities for shifting of utilities wherever required.
 13. Certify 'As constructed' drawings for each component of the works furnished by the Contractor.
 14. Review and ensure conformity of Contractor's securities in approved formats.
 15. Maintain a day-to-day diary recording all events relevant to the works.

4.2 Construction Supervision

1. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
2. Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, housing and medical and mandatory facilities etc. and ensure that they are adequate and are in accordance with the terms and conditions of the contract.
3. Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer as soon thereafter as is reasonably practicable.
4. Supervise the Contract in all matters concerning safety and care of the work including environmental aspects and labour welfare.
5. Inspect the Works on substantial Completion before taking over and indicate to the G.M.P.I.U. any outstanding work to be carried out by the Contractor during the Defect Liability period.

4.3 Quality of Materials and Works

1. Evolve and implement a system for the quality assurance of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant IRC and MOST publications and

- international practices. The supervision consultant will get the RCC works laid in his presence and the samples for the same shall be collected as per norms. Any other aspects for proper quality control shall be finalized between the Consultant and the Employer.
2. Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approved/disapprove the Contractor's plant and equipment.
 3. Review and approve the test results/certificates of all construction materials and/or sources of materials and carry out additional tests as necessary to establish their quality.
 4. Associate with the work tests being carried out by the contractor and undertake additional tests as necessary to assess the quality of works.
 5. Carry out comprehensive technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their quality.
 6. In the event any material or item of work is found to be substandard and unacceptable, the Consultant shall initiate actions so that such cases do not recur. **During the inspection of the officers of the department or officers deputed by the Department and National Quality Monitors if it is noticed that sub-standard work has been allowed (whether paid or not) by the consultant, 1½ (one and a half) times of the consultancy fee payable to the consultant, for that particular work, will be recovered from him. However consultants will not be discharged of his responsibility to get the defects rectified by the contractor.**
 7. Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

4.4 Measurement and Payment

1. Make field measurement of all items of works and of quantities of materials incorporated in the work and maintain upto date books containing such computations or other information concerning the use of construction materials, properly segregated in to sections of construction.
2. Maintain up to date records of remaining quantities to be incorporated in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour and specified materials used in the works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor shall be maintained.

3. Prepare a schedule for placing the orders for specified materials, in consultation with the contractor, to minimize the financial effects of escalation in the price of those materials.
4. Furnish the certificate to the General Manager that the items included in the Contractor's bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.
5. Check and certify all requests for payments, all monthly bills, interim bills and final bill of the Contractor.
6. Following percentage checks / recording of measurement and quality control tests shall be exercised by the team members of the consultant's before submission of the measurements/bills to General Manager PIU: -
 - (1) All measurement of all items of works will be recorded by Field Engineer in the Measurement Book as per provisions and rules.
 - (2) All measurement of hidden items of works will be recorded by the ARE in the Measurement Book as per provision and rules.
 - (3) Following percent checks on measurement shall be done by the team members of the consultant.

(i) By Team Leader	15%
(ii) By ARE	50%

These checks shall be made on every road or stretch of road in the given percentage and should cover all important items/components of work. Checks of measurements have been laid down but the consultant will be fully responsible for all measurements recorded or checked by his staff. Percentage checking of measurements prescribed for Team Leader/RE is for other than those checked by ARE/RE. But this does not prohibit Team Leader/RE from checking the measurement of the part checked by ARE/RE (in case of Team Leader) however this shall be in addition to the prescribed percentage.

- 7 Scrutinize and advice the General Manager upon the claims raised by the Contractor, if any.
8. To perform repeat tests or check measurements, if directed by the General Manager of PIU. These repeat tests or measurements may be conducted in the presence of General Manager or his representatives as may be directed.
9. In case of conflicts, perform tests or measurements of any or all of the items in presence of General Manager.
10. Advice to General Manager during Arbitration proceedings, if any.

4.5 Progress of Work.

1. Implement a system for monitoring the progress of work based on computer based project management techniques.

2. Systematically check the progress of the Works and order the initiation of the work, which is part of the Contract.
3. Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
4. Shall investigate and initiate early action with regard to the delays in the execution of works. The Team Leader of the Consultants' Supervision team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation. The Consultant shall be fully responsible for the timely completion of the works.

4.6 Additional Services

The consultant shall provide any of the services given below as additional services on the terms and conditions given against each,

- (a). Prepare DPRs for the Road/Bridge works on the rates mutually agreed between employer and the consultant.
- (b). Supervision and quality control work of road projects with in the PIU as may be allotted at any time during the currency of the contract on the same rates, terms and conditions on which this agreement has been signed.
- (c). Any other specialist services required by the employer and as may be agreed upon.

5. Consultants team and Expected Inputs:

- 5.1 The consultant will engage the staff as detailed in Table 1. The qualification, experience and task assignment of the staff will be as per Annexure-II.
- 5.2 **The team given in Technical Proposal will have to be employed on the work.**
- 5.3.1 The implementation of the Project is organised in terms of single Construction Package. The period of construction of works contract shall be 12 months including rainy season or period of completion of the project whichever is later. The composition and duration for Services for the Supervision Team will be as given in Table 1.

Table 1
Supervision Team Composition and Timing

S. No.	Team Composition	Numbers	Approximate months of input
1	2	3	4
1	Team Leader	One	16 months
2	Assistant Material Engineer	One for works upto Rs.8 crores or part thereof **	15 months
3	Assistant Resident Engineer	One for works upto Rs.4 crores or part thereof **	15 months
4	Field Engineer	One per Block or One for works upto Rs.3 crores or part thereof **	15 months
5	Laboratory Assistant	One per work contract	15 months
6	Junior & Administration Staff	(As required)	As required

Note 1:

a. Consultant will have to provide additional team/teams headed by Resident Engineer(s), in addition to T.L. as below.

(i) For packages having work volume more than Rs.40 crore – 1 Team

(ii) For packages having work volume more than Rs.100 crore – 2 Teams

Other staff in the team will be as per norms given above. These team/teams will work under the overall supervision of the team leader. The requirement of additional teams will be assessed from time to time with reference to works in progress including work of previous phases if allotted to the consultant.

Qualification and experience of the RE will be same as for Team Leader.

****b.** Part as stated above shall be ignored if it is less than 50% and shall be taken as full if it is 50% or more of the volume of work prescribed for each. For example for the works below Rs.12.00 crore one AME shall be deployed and for works of Rs.12.00 crore and above two AME shall be deployed upto volume of work below Rs.20.00 crore.

Note 2:

- CVs of Team Leader & RE should be submitted along with the Technical Bid.
- CVs of AREs should be submitted at the time of agreement, for the approval of the General Manager.
- CVs of Field Engineers should be submitted before deployment, for the approval of the General Manager.

Note 3:

Consultant is supposed to deploy staff as given in Table 1 above. However if proportionate progress of work is less than 50%, field staff may be reduced proportionately. During rainy season when progress of work is normally very poor consultant will have to deploy following minimum staff,

Team Leader	-	1
AME	-	1
ARE	-	1
Field Engineer	-	4 RE as required

Headquarters of the ARE and FE shall be fixed by Team Leader with the approval of GM PIU.

- 5.3.2 The Team Leader shall be engaged one month before the commencement of construction and **atleast** one month after substantial completion.
- 5.3.3 The Consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid.
- 5.3.4 The composition of team will be as per Table 1 above. However, the consultant will be free to engage more personnel if required subject to the conditions of agreement. Consultant should acquaint himself with the sites and assess their actual position before submitting financial proposals.

6. Facilities to be provided by the consultant

The consultants shall make their own arrangements for transport (Vehicle) at the project site. **The consultant shall compulsorily provide transport facility to team members as below: -**

<i>Team Leader/Resident Engineer</i>	-	<i>1 Jeep to each.</i>
<i>Assistant Material Engineer</i>	-	<i>1 Jeep to each.</i>
<i>Assistant Resident Engineers</i>	-	<i>1 Jeep (between 2 AREs)</i>
<i>Field Engineer</i>	-	<i>Motorcycle.</i>

In case appropriate vehicle is not provided by the consultant to Team Leader/RE/ARE General Manager may hire and provide vehicle to staff for proper discharge of duties and recover higher charges paid to vehicle owner +10% from the consultant. Similarly, if independent vehicle is not provided to each Field Engineer recovery @ Rs.2,000 per month will be made.

The consultants shall give details in the Technical Proposal and its costs shall be included in the Financial Proposal including all facilities, equipment (engineering and office), transport, computer hardware and peripherals,

computer software, communication system (telephone, fax, e-mail/ internet) and support staff which they consider to carry out the services.

The consultant firm shall depute some Sr. Engr. of Management level atleast once in two months to discuss the progress, performance of the team and other issues with CGM/CEO at MPRRDA headquarters Bhopal. Failure to do so will entail a penalty of Rs. 50,000/- for each such visit.

7. Reports

7.1 All reports and documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in Consultation with the Employer's officials. The Consultants shall provide two copies/sets each of the following reports to General Manager Project Implementation Unit and one copy/set to Chief General Manager, Madhya Pradesh Rural Road Development Authority and one copy /set to Chief Executive Officer of Madhya Pradesh Rural Road Development Authority.

- I. Commencement Report within 15 days after commencement of Services.
- II. Construction Supervision Manual within 30 days after commencement of Services.
- III. Quality Assurance (QA) Document 30 days after Commencement of Service;
- IV. Monthly /Quarterly Progress Report by the 10th day of each month;
- V. **Tour diary of Team Leader fortnightly Which should interalia indicate the date of visit, name of road, tests conducted and results thereof.**
- VI. Final Report at the completion of services.

7.2 The commencement Report shall contain the details of all meetings held with the client and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Master Work Programme and Resource Mobilization for the Project.

7.3 The Progress Reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected

progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under:

Report on progress of work for each activity stating:

- Percentage progress of the activity;
- Deviation from the schedule:
- Status of the activity (critical, sub-critical):
- Status on material procurement and stock:
- Cash-flow for each item of works as well as for the total project
- Monthly summary of percentage progress: and
- Monthly summary of cash flow.

Projections

- Monthly projections of percentage progress and
- Monthly projections for cash-flow

Critical Activity

- Report on the progress and status of critical activities;
- Change of status from non/sub-critical to critical activity due to slippage;
- Statement on slippage and remedial actions taken; and
- Effectiveness of the remedial action(s) taken in the previous month.

Review

- Review the progress achieved in the previous month and revised schedule, if any: and
- Review of any changes required in the schedule due to extraneous reasons beyond the control of the Contactor.

7.4 The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor it is to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.

- 7.5 The Quality Assurance (QA) Document shall be evolved on the basis of the relevant IRC, MOST AASHTO and BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.

8. Action when the Key Personnel not provided

As per clause 5 of the TOR, the consultant is required to provide the Key Personnel with qualification and experience as laid down in Annexure-II. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only to the extent of 25% of the team strength in exceptional circumstances. The change of team leader will not be allowed.

If services of required staff are not made available at proper time and in the specified number deduction at the following rate shall be made.

Team Leader	-	Rs.40000/-
AME	-	Rs.20000/-
ARE	-	Rs.15000/-
Field Engineer	-	Rs.12000/-

In addition action under other clauses of the contract which may ultimately result in the termination of the contract may be taken.

9. Equipment for Quality Control of Works: -

The Consultants shall have to procure a set of required equipments as given below for their/for GM, PIUs staff for making independent field tests and Quality Control Testing of bitumen and other road material.

List of Apparatus the consultants have to possess

1. Sieve set for aggregate and moorum.
2. Sand pouring cylinder/field density kit.
3. Core cutter with hammer.
4. Rapid Moisture Meter.
5. Balance (two pans) with weight box.
6. Bitumen extractor.
7. Measuring tapes, levels, scales.
8. Auto level & prismatic compass.
9. Elongation and flakiness index gauge.
10. Relevant B.S., I.S. & I.R.C. Codes.

These equipments/Apparatus should always & be in the inspection vehicle of AME.

10. Performance Security: -

The amount of security deposit shall be 10%. Of the estimated consultancy fee. Consultant shall be required to submit 5% security at the time of agreement in the form of NSC pledged in favour of General Manager, PIU or FDR of Nationalized Commercial Bank or Bank Guarantee in the format given in Appendix-IV in favour of General Manager, PIU. 5% amount shall be recovered from the running bills, which may be converted into interest bearing security or bank guarantee as indicated above at the request of the consultant. The validity of the Bank Guarantee(s) shall cover entire duration of consultancy period plus 3 months. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment.

11. Penalties: -

Without prejudice to the provision in clause 8 of this TOR, in case of delay in satisfactory completion of the project occurs due to consultant beyond the stipulated period, the consultant shall be liable to pay penalty @ 0.05%(one twentieth percent) per calendar day subject to maximum of 2.5%(two and half percent) of contract sum. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by MPRRDA is liable to be forfeited.

12. Extension in Time: -

If the completion of services is delayed due to reasons beyond the control of the consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification.

TASK ASSIGNMENT FOR KEY PERSONNEL

Team Leader (TLDR)

The Senior Highway Engineer cum Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultants Team at the Project site. The Team Leader will also act as the Engineer's Representative and shall be overall in charge for the Consultants' Supervision Team for the entire project. *Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request Chief General Manager with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of CGM will be necessary before affecting any change. The Headquarters of the Team Leader shall be at PIU Headquarters and he will keep GM, PIU informed of his tour programme one week in advance.* The major tasks for the Team Leader shall include but not be limited to the following:

1. Establishment of Site Offices and assist in establishment of Laboratories;
2. Assist the Employer with the Review of the Contractors' securities, insurance and safety plans;
3. Scrutiny the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Project Director.
4. Assist the Employer/Project Director in the Interpretation of provisions in the Contract documents and technical specification;
5. Assist the Employer/Project Director in handing over the site and issuing order to commence the works.
6. Liaisoning with the local authorities for shifting of Utilities, wherever required;
7. Modify and issue of detailed drawings to the Contractor;
8. Approve the working drawings prepared by the Contractor.
9. Regular supervision of works.
10. Evolve and implement quantity and quality Control procedures;
11. Evolve criteria for the acceptance of works;
12. Prepare and issue variation orders after the approval of the Employer;
13. Assist the Employer in the evaluation of Contractors' claims;
14. Verify and certify Contractors' Interim Certificates for approval of Project Director;
15. Assist Project Director in monitoring Physical and Financial Progress of the works;
16. Prepare quarterly project budgets and estimates;
17. Assist Project Director in conducting monthly progress meetings;
18. Complete monthly progress reports and prepare Quarterly Reports;
19. Strictly monitor the progress of work for timely completion of the project;
20. Completion Inspections;
21. Verify and Certify Contractors' Statements at completion;
22. Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
23. Prepare Project Completion Report;
24. Liaise with the Employer/Project Director in all matter concerning the works;

25. Time schedule and management of /team's resources; and
26. Advising the Employer and Project Director in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

The essential qualification and experience for the Candidate are as under;

1. Education; should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable);
2. Membership: Membership of a recognized Professional Society will be preferable;
3. Experience: should have a minimum of 15 years experience of Civil Engineering Works out of which 5 years in the field of highway engineering as RE or EE. He must have completed during the last five years, at least one construction project for high quality road valuing not less than Rs.5 crores as Project Engineer/Resident Engineer/ Executive Engineer of the Construction Supervision Team.
4. The age of the candidate will not be more than 65 years however this age limit will be relaxable in case of qualified, experienced and meritorious candidates.

The Team Leader (TLDR) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with MPRRDA. TLDR shall be the Consultants Authorised Representative and shall interact with MPRRDA on behalf of the Consultants appointed for the services. TLDR shall be full-time on the job.

2. Resident Engineer (RE) – (Refer Para 5.3.1 of TOR)

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

- a. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
- b. All reports will be routed through Team Leader.
- c. Check measurement prescribed in Para 4.4.6(3) shall be exercised as under:-

i. By Team Leader	-	10%
ii. By RE	-	20%
iii By ARE	-	No change.
- d. ARE and field engineers shall work under the supervision of Regional Engineer.

3. **Asstt. Resident Engineer (ARE)**

One Asstt. Resident Engineer will be required for the Highway works and for the bridges, CD structures etc. **The age of ARE will not be more than 62 years. No replacement of ARE will be permissible without prior approval of GM, PIU.** The major tasks to be carried out by the ARE shall include but not be limited to the following;

1. Supervision of works; All RCC work to be laid in his or Asstt. Resident Engineers presence only.
2. Keep proper records of the Contractors' activities and progress;
3. Ensure that the respective Contractor(s) are properly administered;
4. Assist the Team Leader with the review of the Contractors' Work Programme and scheme for the deployment of plant, equipment and machinery;
5. Strictly monitor the progress of work for timely completion of the project;
6. Supervision, scrutiny, approving the final setting out by the Contractor.
7. Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of contractors' method of construction;
8. Monitoring Contractors' operations including adherence to safety and environmental requirements;
9. Issuing site instructions;
10. Assisting the Team Leader with the preparation of Variation orders;
11. Maintaining a record set of working drawings;
12. Maintaining construction records;
13. Measurements of completed works;
14. Assisting the Team Leader with the evaluation of Contractors' Claims;
15. Quality control of works; verification of lines and levels, inspection of works, acceptance and rejection of the completed works;
16. Verification of Contractors' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
17. Progress monitoring;
18. Conducting and keeping record of minutes of the weekly site meetings;
19. Preparing monthly Progress Reports;
20. Final inspection of works;
21. Verification of Contractors' Statements at completion;
22. Compilation and verification of "As-Built Drawings"; and
23. Preparation of contract Completion Reports.

The Asstt. Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

The essential qualification and experience for the Candidate are as under;

1. Education: should be a Graduate/Diploma in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable);
2. Membership: Membership of a recognized Professional Society will be preferable;
3. Experience: should have a minimum 10 years experience of Civil Engineering Works (15 years for diploma engineers) out of which 5 years in the field of highway/bridge engineering.

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

4. Asstt. Materials Engineer (AME)

The Asstt. Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. **The age of AME will not be more than 62 years. No replacement of AME will be permissible without prior approval of GM, PIU.** Field engineers, laboratory and field inspectors and technicians who will be attached to the field and laboratories shall assist the AME. The major tasks shall include but not be limited to the following.

1. Assisting the Team leader and the Resident Engineers with the setting up of field laboratories and training of the other member's technicians in the testing and reporting procedures;
2. Assisting the Team Leader in reviewing Contractors' work programmers and performance of Contractors' plant, equipment and machinery;
3. Monitoring Contractors' construction methods and adherence to environmental norms;
4. Review and acceptance of Quarry sites for aggregates, quarry spall, sand, borrow material etc.
5. Review and acceptance of test results for aggregates, quarry spall, sand borrow material etc;

6. Review and acceptance of test results for manufactured materials required for road and structure works such as steel, cement, bitumen etc;
7. Maintaining record of all materials at site and review the Contractors' procurement schedule and assist the TLDR/Asst. Resident Engr.(s) in issuance of Instructions to the Contractors for correcting the same, if deemed necessary;
8. Assist the TLDR/ Asst. Resident Engr.(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
9. Setting up of control sections for the evaluation of Contractors' proposed methods for the construction of embankments;
10. Review and acceptance of mix design proposals for sub-base, base asphalt and concrete mixes;
11. Maintaining records of all test results and approvals or rejection of completed works;
12. Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
13. Verify manufacturers' certificates;
14. Attend weekly and monthly site meetings;
15. Assisting the Team Leader with the preparation of project completion reports;
16. Assisting the Team Leader with Final Inspections of works; and
17. Assisting the /team Leader with the contractors' Final Statements and the preparation of the Defects Liability Reports.

The essential qualification and experience for the Candidate are as under:

1. Education: should be a Graduate in Civil Engineering from a recognized /University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable);
2. Membership: Membership of a recognized Professional Society will be preferable;
3. Experience: should have a minimum of 5 years experience in the field of highway engineering and must have completed at least one Highway construction project as AME/Materials Engineer of the Construction Supervision Team.
4. The candidate must experience in quality control of works involving high quality asphalt.

5. Field Engineer (FE)

The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However the essential qualification and experience for the candidates are as under:

1. Education: should be a Graduate/Diploma in Civil Engineering from a recognized /University/Institution.
2. Experience: should have a minimum of 3 years experience of execution of highway or similar projects.
3. **Age of Field Engineer should not be more than 60 years. No replacement of Field Engineer will be permissible without prior approval of GM, PIU.**

FORMAT FOR CURRICULUM VITAE

Format for Curriculum Vitae (CV) for Proposed Key Personnel

Proposed Position
Name of Firm
Name of Staff Member
Profession
Date of Birth
Nationality
Years with Firm /Organisation
Membership of Professional Societies

Details of Tasks Assigned

(The information may be furnished as per the format given below)

S. No.	Tasks Assigned In the present Project	Relevant Previous Experience				
		Project Details (Title, Funded by, Location, Year)	Client (Govt. Deptt. Etc.)	Tasks Actually performed	Duration of Tasks	Remarks

Key Qualifications

(Give an outline of staff Member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by the staff member on previous assignments and give dates and locations. Use up to half a page).

Education

(Summaries College/University and other specialized education of staff Member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page).

Employment Record

(Starting with present position, list in reversed order, every employment held. List all positions held by the Staff Member since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in the last ten years, also given types of activities performed and Client reference, wherever appropriate. Use up to three-quarter of a page)

Publications

(List details of major technical reports/papers published in recognized national and international journals. Use up too quarter of a page)

Language

(Indicate Proficiency in speaking, reading and writing of each language by "Excellent", "Good", "Fair", "Working knowledge", "Poor")

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Date

Signature of
staff member

Signature and Seal of
Authorised Official
of the Firms

(Note: (I) The CV shall be signed by both the Staff Member and the Authorised Officer of the Firm)

ANNEXURE -IV

FORMAT FOR FINANCIAL PROPOSAL
Format for Financial Proposal

OFFER FOR SUPERVISION & QUALITY CONTROL CONSULTANCY

I/We hereby offer for the supervision and quality control consultancy of works under PIU----- for contract packages number-----, of the Madhya Pradesh Rural Road Development Authority at (in figures).....%(In words)..... percent of the project cost plus service tax.

The works shall be done in all respects in accordance with the specifications, designs, drawings and instructions and the annexed conditions.

Signature of
Witness
authorised by the firm

Signature of Person (Name & Address)

Note: - The financial offer should be in percentage (%) of the project cost. The consultant has to fulfill the following conditions while quoting the financial offer, the cost of which should be included in the offer: -

- 1) **Personnel:** - Staff to be engaged as per TOR and with the qualifications /experience expressed in **Annexure II** for each category of personnel.
- 2) **Office Accommodation:** - The office accommodation shall be of plinth area of about 800 to 1000 Sqft. It should have adequate furniture to suit with the requirement for number of personnel to be engaged.
- 3) **Computer facility:** - The computer facility shall include minimum one Pentium computer with Processor 500 MHz with 32MB SD RAM, 10.2 or higher GB HDD, multimedia system having 52 x or above CD ROM drive, having Fax modem 56 kbps internet accessibility with window based operating system as Windows 2000, MS Office, MOSS compatible, Auto cad along with printer etc.

- 4) **Equipment for Quality Control of Works:** The Consultants shall arrange minimum equipments as given in TOR for making independent field tests and Quality Control Testing of bitumen and other road material.
 - 5) **Transportation:** The consultant shall have to arrange vehicles for team leader, AME, ARE, and field engineers to facilitate visits from headquarter to project sites and meetings with the Employer. Each Field Engineer should be provided independent vehicle to ensure regular and timely presence at site.
 - 6) **Others: -** The Consultant shall provide for any other cost associated with the completion of the services and give a break-up for the same.
-
-

Signature of Consultant

SUPERVISION OF CIVIL WORKS

SUB PROJECT

AGREEMENT

FOR

CONSULTANT'S SERVICES

Between

MADHYA PRADESH RURAL ROAD
DEVELOPMENT AUTHORITY

And

(Name of consultant)

**MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY,
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)**

AGREEMENT

This AGREEMENT is made on this _____ day of _____, 20____ between the Chief Executive Officer, Madhya Pradesh Rural Road Development Authority, 5th Floor, Block-II, Paryavas Bhawan, Bhopal, Madhya Pradesh on behalf of Madhya Pradesh, Rural Road Development Authority, Bhopal (M.P.) (hereinafter referred to as the “Client”) which expression shall where the context so admits, includes his successors in office and assigns on the one part, and

_____(hereinafter called the “Consultants”) which expression shall where the context so admits, includes his successors in office and assigns on the other part.

WHEREAS

- (a) The Client intends to carry out a Road Construction Project as defined (hereinafter called the “Project”);
- (b) The Client has requested the Consultants to provide certain consulting services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the “Services”);
- (c) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;
- (d) The Client has received funds from Govt. of India under Pradhan Mantri Gram Sadak Yojna (hereinafter called PMGSY) for construction of rural roads in the State of Madhya Pradesh. The works and services shall be subject to the guidelines of the schemes.

NOW THEREFORE the parties hereto hereby agree as follows: -

The following documents attached hereto shall be deemed to form an integral part of this agreement:

- (a) The General Conditions of Agreement (hereinafter called “GC”);
- (b) The Special Conditions of Agreement (hereinafter called the “SC”);
- (c) The following Appendices / Annexure:

<i>Annexure I:</i>	<i>Terms of Reference</i>
<i>Appendix III :</i>	<i>Data sheet for RFP</i>
<i>Annexure II:</i>	<i>Task assignment of key personnel</i>
<i>Annexure III:</i>	<i>Format for CV</i>

GENERAL CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the state of Madhya Pradesh as they may be issued and in force form time to time;
- b) "Bank" means any scheduled bank so designated by the Madhya Pradesh Rural Roads Development Authority for their banking transactions relating to this agreement.
- c) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of Madhya Pradesh Rural Roads Development Authority by Government of Madhya Pradesh.
- d) **"Chief General Manager" means an officer of the rank of Chief Engineer appointed as Chief General Manager of MPRRDA by Government of Madhya Pradesh.**
- e) **"General Manager (Technical)" means an officer of the rank of Superintending Engineer posted at headquarters of MPRRDA.**
- f) "Client" means Madhya Pradesh Rural Roads Development Authority, with its present address at 5th Floor, Block-II, Paryavas Bhawan, Bhopal, (hereinafter called the "MPRRDA");
- g) "Consultant" means _____ and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- h) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- i) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- j) "General Manager" means General Manager of concerned Project Implementation Unit of Madhya Pradesh Rural Road Development Authority and includes Additional GM also (hereinafter called the "GM PIU");
- k) "Currency" means the Indian Rupees;
- l) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- m) "Key personnel" means the personnel referred to in Clause 4.2(a) of GC.

- n) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- o) “Project” means supervision and quality control work of Project packages described in Appendix-I under Pradhan Mantri Gram Sadak Yojna (PMGSY).
- p) “Services” means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the *Term of Reference (TOR)* hereto;
- q) “Starting Date” means the date referred to in Clause 2.3 hereof;
- r) “Sub-Consultant” means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of GC Clause 3.7, and;
- s) “Third Party” means any person or entity other than the Government, the Client, or the Consultants;

1.2 Relation Between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel and sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement.

1.5 Headings

The Headings shall not limit, alter or affect the meaning of this Agreement.

1.6 Notices

- 1.6.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement 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, telex, speed post, Telegram or facsimile to such Party at the addresses specified hereunder: -

Client: Madhya Pradesh Rural Roads Development Authority,

Attention: 5th Floor, Block-II, Paryavas Bhawan, Bhopal.
Mr. Shailendra Singh,
Chief Executive Officer, MPRRDA
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.),

Phone 0755-2430522
E-mail: ceomprda@hotmail.com,
ceomprda@indiatimes.com
Facsimile: 91-755-2729791

Consultants: -----

Attention: -----
E-mail -----
Telex: -----
Facsimile: -----

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

- (a) In the case of personal delivery, speed post or registered mail, on delivery;
- (b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;

1.7 Location:

The services shall be performed at such locations as are specified in TOR.

1.8 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Client or the Consultants may be taken or executed by the officials as under:

For the Client: Mr. Shailendra Singh, Chief Executive Officer, MPRRDA,
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)
Phone –0755 2430522

Or

on his behalf Chief General Manager or General Manager of
the concerned PIU.

For the Consultant: _____

[Fill up the blanks]

1.9 Taxes and Duties

The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.10 The conditions shown in letter of invitation, term of reference and financial offers shall form the part of this agreement.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in SC or this agreement have been met.

2.2 Termination of Agreement for Failure to Become Effective

If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC or this agreement, either party may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services

The consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC or this agreement.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to *GC* Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the ‘Effective date’ as shall be specified in the SC or this agreement.

2.5 Liability of Parties

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to *Clause 7.2* of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition: -

- (a) For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include
 - (i) Any event which is caused by the negligence or intentional action of a party or such party’s sub-consultant or agent or employees, nor

 - (ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Agreement

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

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

2.7.3 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

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

2.8 Suspension

The Client by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The client for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

2.9 Termination

2.9.1 By the Client

The Client, may by not less than fifteen (15) days written notice of termination to the consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

- a) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the consultants (or if the consultants consists of more than one entity, if any of their members) become 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 fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of this agreement hereof;
- d) 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;
- e) 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;
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- g) If the consultant, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in agreement execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a agreement to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.9.2 By the Consultants

The consultants may, by not less than thirty (30) days written notice to the Client such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

- (a) If the Client fails to pay any money due to consultants pursuant to this agreement and not subject to dispute pursuant to Clause 8 of this agreement hereof within forty five (45) days after receiving written notice from the consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the Client of the consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to clause 8 of this agreement hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *GC Clauses 2.2 or 2.9* hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof,
- (iii) The consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.6 of this agreement hereof,
- (iv) The consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Client, whereof, as a result of such default, and
- (v) Any right, which a party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.9 or 2.9.2 of this agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of this agreement hereof.

2.9.5 Payment upon Termination

Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Client shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forth-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 10 of this agreement hereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the services and carry out their 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 Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client 's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the consultant and/or sub-consultants and agents, comply with the Applicable Law time being in force. The Client shall advise the consultants in writing of relevant local customs and the consultants shall, after such notice, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the Consultants pursuant to Clause 6 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with

this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the state of Madhya Pradesh and shall at all times perform such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates not to engage in certain activities

The Consultants agree that, during the term of this agreement and after its termination, the consultants and any entity affiliated with the consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly in any of the following activities:

(a) During the term of this agreement, any business or professional activities in the State of Madhya Pradesh, which would conflict, with the activities assigned to them under this Agreement.

3.3 Confidentiality

The consultants, their sub-consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Client 's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the Appendix III, Data sheet for RFP, in Para 2 (A), (B), (C) of clause 3.2 under heading

“Limitations of the consultant’s liability towards client”, the Consultant’s liability under this agreement shall be as provided by the Applicable Law:

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain at their (or the Sub-consultants, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage’s, as specified in the **Appendix III, Data sheet for RFP, in Para 3 of clause 3.2**; and (ii) At the Client ’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Client or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client .

3.7 Consultant’s Actions requiring Client’s prior Approval

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

- (a) Appointing such members of the Personnel as are listed in Annexure I TOR merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by the Client prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this agreement;
- (c) Item listed in Para 3(iv) of Annexure-I TOR.
- (d) Any other action as may be specified in SC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in section-7 of Annexure I TOR hereto, in the form, in the numbers

and within the time period set forth in the said Annexure and also furnish specific data/information called for by the Client as and when required.

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this agreement shall become and remain the property of the Client. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Client an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Client's instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in and Annexure-II.
- (b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in Annexure-II, may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in Clause 6.1 (b) of this agreement.

4.3 Approval of Personnel

The Key Personnel listed by title as by name are hereby approved by the Client. In respect of other personnel which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Client for review and approval of a copy of their biographical data and a copy of medical certificate. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Removal and / or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Client;
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5 Team Leader

The Consultants shall ensure that at all times during the Consultants performance of the Services in State of Madhya Pradesh, a Resident Engineer (Team Leader), acceptable to the Client, shall take charge of the performance of such services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client will assist to consultant in grant of following from Government:

- (a) Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

- (c) Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Madhya Pradesh reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land

The Client warrants that the Consultants shall have free of charge unimpeded access to all land in the State of Madhya Pradesh in respect of which access is required for the performance of the Services.

5.3 Payment

In consideration of the Services performed by the Consultants under this agreement, the Client shall make to the Consultants such payments and in such manner as is provided by GC Clause 6 of this agreement.

6. PAYMENTS OF THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount

- (a) The payment to the consultant in consideration of the services rendered by him shall be made on the monthly basis. The payment shall be calculated on the basis of the percentage (of project cost as indicated in Appendix-I) worked out against the payment made to the contractor in that month.
- (b) The payment for the month shall be made within one week of payment of work's contractor, at the agreed percentage (%).

6.2 Currency of Payment

Except as may be otherwise agreed between the Client and the Consultants all payments under this agreement shall be made in Rupees only. The payments shall be made by Cheques.

6.3 Payment to the Consultants

Subject to the ceiling specified in Clause 6.1 (b) hereof, the Client shall pay to the Consultants as per his rate in percentage of project cost (i.e. Probable amount of contract as specified in the LOI) approved by the Client every

month. The amount payable in a month shall be the percentage of work payment done in that month.

6.4 Mode of Billing and Payment

The billing and payment in respect of services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC and as otherwise set forth below. The advance payments will be due after provision by the Consultants to the Client of a Bank Guarantee by a Bank acceptable to the Client in an amount (or amounts) specified in SC, such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix IV hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than the fifteen (15) days after the end of each calendar month, during the period of services, the consultant shall submit to Client in duplicate itemised statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC clauses 6.3 and 6.4 for such month.
- (c) The Client shall cause the payment of the consultants periodically as given above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorised to be incurred by the consultants, the Client may add or subtract the difference from any subsequent payments.
- (d) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved as satisfactory by the Client. The services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the consultants specifying in detail deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the

Client has paid or caused to do paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by the consultants to the Client within thirty (30) days after receipt by the consultants of notice thereof. Any such claim by the Client for payment must be made within six (6) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this agreement shall be made account payee cheque.

6.5 Recovery

Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant as if it were arrears of land revenue.

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

7.2. Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 8 thereof.

8. Action when the Key Personnel not provided

As per clause 5 of the TOR, the consultant is required to provide the Key Personnel with qualification and experience as laid down in Annexure-II. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only in exceptional circumstances on approval of GM PIU.

If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the consultant. In addition action under other clauses of the contract, which may ultimately result in the termination of the contract, may be taken.

9. The consultant shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.

10. SETTLEMENT OF DISPUTES

10.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

10.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

10.3 Jurisdiction – The contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Bhopal or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE CLIENT

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

SPECIAL CONDITIONS OF AGREEMENT (SC)

Sc Number of Amendments of, and Supplements to, Clauses in the No. GC Clause General Conditions of Agreement:

1. 2.1 The agreement shall come into force and effect on the date order to commence services is issued by client.
2. 2.2 The time period shall be 15 days unless any other time period parties may agree in writing.
3. 2.3 The time period shall be 15 days unless any other time period parties may agree in writing.
4. 2.4 The time period shall be 16 months unless any other time period parties may agree in writing.
5. 3.7(c) The other actions are:

Taking any action under a civil works agreement designating the Consultants as " Engineer", for which action, pursuant to such civil works agreement, the written approval of the Clint as "Client " is required".
6. 3.9 The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Client.
7. 4.6 "The person designated as Team Leader in TOR shall serve in that capacity, as specified in Clause GC 4.6".
8. 6.4(a) **Mobilization advance**

Interest free Mobilization advance equal to 5% of the contract amount will be granted against unconditional Bank Guarantee of a Nationalised Bank. B.G. should be valid for a periods of 12 months. The advance shall be recovered in 10 monthly instalments from the payments due to the consultant or by encashment of B.G. if sufficient payment is not due to the consultant.
9. 10.2 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this contract and which is not amicably settled between consultant and General Manager as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the dispute redressal committee which shall consist of the following: -
 - Chief Executive Officer, MPRRDA – Chairman
 - Chief General Manager of the respective zone. – Member

- General Manager (tech.) Member Secy.

The committee shall give its decision within 60 days.

Any party not satisfied with the decision of the committee shall be free to refer the case to MP Arbitration Tribunal constituted under MP Madhyastham Adhikaran Adhiniyam 1983.

10. Deleted

11. Para 12 of TOR: During extended period consultant shall be paid at the agreed rate only.

12. Para 3.2.1 of LOI-Financial Proposal – In their financial proposal, consultants should not include service tax but it should be shown separately otherwise it will be treated that financial proposal is inclusive of service tax also and no such tax will be paid separately.

12(a) Note 1 below – Para 3.2.3 of LOI is deleted

13. Consultant will inspect all the roads constructed, (in the Blocks/Area covered by his consultancy package) under PMGSY since inception to verify that roads are being maintained by the contractors as per conditions of the contract and submit a report to the GM, PIU. The frequency of submission of report will be as under;

- a. Before rains – 15th June.
- b. After rains – 30th Oct.
- c. In remaining period – once in two months.

13.1 The report should not only indicate defects/maintenance work required, but also whether the damages pointed out in the previous report have been attended to by the contractor and quality of rectification / maintenance work done is as per required standards. Reports should be based on actual site inspections clearly indicating the location and nature of maintenance required/done.

- 13.2 Follow up action for rectification of defects through contractor will be taken up by the General Manager PIU concerned.
- 13.3 For the above inspection work consultant will be paid Rs. 15,000/- per month per PIU (area covered by his consultancy package) on submission of the report. Before payment, GM will verify the reports by random selection.
- 13.4 Consultant will also prepare estimates as may be required by the GM, supervise the works and prepare contractor bills for which he will be paid consultancy fee at the rates agreed for SQC works.

Form of Bank Guarantee for Advance Payments

(To be stamped in accordance with Stamp act, if any, of the country of issuing bank)

Ref: _____

Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a agreement by issue of client's Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant,, resulting in a Agreement valued at _____ for _____ Agreement (hereinafter called the (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Agreement amounting to _____ (in words and figure) as an advance against Bank Guarantee to be furnished by the consultant.

We _____ (Name of the Bank) having its Head Office at _____ here in after referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or all monies payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ with out any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding not with standing any difference between the client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary the advance or to extend

the time for performance of the agreement by the Consultant. The client shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner and either to

enforce or to enforce any covenants, contained or implied, in the Agreement between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

The Bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.

Notwithstanding anything contained here above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

(Signature)

(Name)

(Official Address)

Dated _____

(Signature)

(Name)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No _____

Form of Bank Guarantee for Performance Security

(To be used by approved scheduled banks)

1. In consideration of the Mission Director , Rajiv Gandhi Shiksha Mission , Raipur (hereinafter called “the Authority) having agreed to exempt M/s..... (Herein after called “the said consultant(s)”) from the demand, under the terms and conditions of an Agreement dated..... made between And(hereinafter called “the said Agreement”) for performance/security deposit for the due fulfillment by the said consultant(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.
- 2 We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Consultant(s) of any of the terms or conditions Contained in the said agreement or by reason of the Consultant(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank Limited further agree with the Authority that the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in C.G..
6. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated theday of.....20.....
For Bank Limited.

Appendix I

S. No.	Phase	District	Package No.	Estimated cost of construction works (in Lakhs)	EMD in Lakhs	Name of PIU
1	2	3	4	5	6	7
1	VII (B.W.)	Alirajpur	Alirajpur	5855	1.93	Alirajpur-II
2	IX (B.W.)	Raisen	Raisen	2930	0.97	Raisen
3	VII & VIII (B.W.)	Sheopur	Sheopur	2000	0.67	Sheopur
4	IX & (B.W.)	Gwalior	Gwalior	2685	0.89	Gwalior

Appendix II

क्र.	इकाई का नाम	मुख्य महाप्रबंधक / महाप्रबंधक का नाम	कोड	फोन आफिस	निवास	फेक्स	मोबाईल
1	Bhopal	श्री एम.के. गुप्ता	0755	2551398	2430083		9425300296
2	Bhopal	श्री एच.पी. शिवहरे प्रभारी	0755	2577320			9425112018
3	Indore	श्री एच.पी. शिवहरे	0731	2535583			9425112018
4	Jabalpur	श्री संतोष कुमार श्रीवास्तव	0761	2627607			9827592043
1	Agar(Shajapur)	श्री किशन बाबू पुरोहित	0736	2260890		2258439	9425057293
2	Ashok Nagar	श्री एस.के. सिरोटिया	07543	220757	221217	225699	9425408108
3	Balaghat	श्री हरि प्रकाश नायक	07632	240293	240334	241079/240987	9425126635
4	Barwani	डॉ नागेन्द्र प्रसाद मिश्रा	07290	224207	224532		9425047316
5	Betul 1	श्री पंकज झंवर	07141	231733	234207	233605	9425610134
6	Betul 2	श्री आर.एस. मेहता	07141	232147	237677		9425147927
7	Bhind	श्री नरेश सिंह परिहार	07534	241497		240191	9425136909
8	Bhopal	श्री सुपति लाल सूर्यवंशी	0755	2734796	2428437	2738774	9425041071
9	Biaora	श्री एस.सी. साहू	07374	234633		232975	9425004042
10	Chhatarpur 1	श्री आर.के. कोरी	07682	249068		242941	9826377405
11	Chhatarpur 2	श्री एस.पी. चौरसिया	07682	240476		242941	9425138498
12	Chhindwara 1	श्री राजकिशोर सिंह कटियार	07162	248720		248958	9425383209
13	Chhindwara 2	श्री एस.के. सिंघई	07162	248720		248958	9425426644
14	Damoh	श्री प्रदीप पाठक	07812	227312		229156/229181	9425434919
15	Datia	श्री वंघन कुमार धगट	07522	238802			9425194130
16	Dewas	श्री आर.पी. पवार	07272	254453		409697	9425194133
17	Dhar 1	श्री शरद कुमार वक्सी	07292	222732	506320	34187	9425091958
18	Kukshi (Dhar 2)	श्री ओ.पी. मिश्रा	07292	234467			9893270221

19	Dindori	श्री ज्ञानेन्द्र सिंह प्रभारी	07644				9425157131
20	Guna		07542	254735		509505	
21	Gwalior	श्री एस.के. सिंघई	0751	2237024		2344420	
22	Hoshangabad	श्री शिवकुमार खरे	07574	251978	254388	253717	9425361783
23	Harda	श्री खूब चंद धुवकर	07577	225380	295255		9425070498
24	Indore	श्री देवेन्द्र कुमार पचौरी	0731	2430050		2539552	9425179999
25	Jabalpur	श्री फणीन्द्र शेखर शर्मा	0761	2626608	2678892	2627607	9425185759
26	Jhabua 1	श्री सतीश कुमार चौधरी	07392	244345		245856	9425925861
27	Alirajpur(Jhabua 2)	श्री वेद प्रकाश यादव	07394	234714		234707/233421	9425304105
28	Katni	श्री अजय दिवाकर	07622	220818			9425157426
29	Khargone	श्री राजकुमार राजपूत	07282	235181		250263	9425188788
30	Khandwa	श्री केशव सिंह यादव	0733	2248122	2223939	2248584	9425047214
31	Mandla	श्री ज्ञानेन्द्र सिंह	07642	253752	251558	253752	9425157131
32	Mandsour	श्री वीरेन्द्र सिंह चंदेल	07422	222488	245005	403444/ 224090	9425327735
33	Morena	श्री हेमंत खरे	07532	231628	245773		9425113458
34	Narsinghpur	श्री सुरेन्द्र कुमार जैन	07792	231293		231931/231043	9425391693
35	Neemuch	श्री डी.के. सिंह	07423	224421			9425369783
36	Panna	श्री राजेश चौकसे	07732	254019			9425146968
37	Raisen	श्री विजय गुप्ता	07482	222516		223358	9425140789
38	Ratlam	श्री रमेश कुमार खरे	07412	264348	264586	270404	9425095719
39	Rewa	श्री राजीव कुमार शर्मा	07662	421594	254669	407577	9425339638
40	Mauganj, Rewa	श्री प्रवीण कुमार निगम	07663	270027	270072		9425136851
41	Sagar	श्री अशोक कुमार मिश्रा	07582	228042	226565	558042	9425151119
42	Satna	श्री प्रवीण कुमार गुरु	07672	227539		227370/229724/ 510009	9425946164
43	Sehore	श्री एन.के. पितलिया	07562	224734			9425393711
44	Sendhawa	श्री मकराम सिंह रावत	07281	222987			9425047322
45	Seoni	श्री संदीप भारद्वाज	07692	225293	225294	222398	9425426725
46	Shahdol	श्री चन्द्रनारायण गुप्ता	07652	248748	242506	241903	9425174903
47	Shajapur	श्री अशोक चावला	07364	222021			9826299853
48	Sheopur	श्री प्रदीप श्रीवास्तव	07530	223506		222616/222630	9425766189
49	Shivpuri	श्री यशवंत कुमार सक्सेना	07492	233485	233690	406970	9425141605
50	Sidhi 1	श्री उदयवीर सिंह	07822	251049	251416	251270	9425185250
51	Baidan	श्री पवन कुमार जैन	07805	247494			9425152217
52	Tikamgarh	श्री एफ.जे. खान	07683	247175		242700	9425002570
53	Tikamgarh 2	श्री शिशिर कुशवाहा	07683	247356		242608	9425019042
54	Ujjain	श्री श्रीराम मिश्रा	0734	2525668		2510919	9425066798
55	Umariya	श्री मुकेश निगम	07653	223095		222469	9425837761
56	Vidisha	श्री रामलाल वर्मा	07592	237675		504802/506990	9425343325

List of Programme Implementation Units, Jurisdiction and Incharge G.M.s

JOINT VENTURE DATA

(Names and details of all constituents of JV should be given serially clearly indicating the name of lead partner)

1. Name(s)
2. Head Office Address

Telex No.	Cable Address
Telephone No.	
3. Local/Regional Address (if any)

Telex No.	Cable Address
Telephone No.	
4. Name of Partners
 - a.
 - b.
 - c.
 - d.
 - e.
5. Name(s) of Lead Firm:
 - a.
 - b.
6. Joint Venture Agreement :
 - a. Date of agreement : _____
 - b. Place : _____
7. Proposed distribution of responsibilities among constituent firms.
 - a. Financial Distribution
 - b. Work Distribution
8. Work executed in last 5 years.
9. Similar details about constituent firms to be provided on separate sheets.
10. Following documents should be furnished in support:
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
 - b. Experience in works of similar nature and size of each for last five years, and details of works underway or contractually Committed value, stipulated value, likely date of completion and value of balance work; and clients who may be contracted for further information on those contracts;
 - c. Qualification and experience of key site management and technical personnel proposed for the contract.