

**Government of Madhya Pradesh
MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462011
(An Agency of Govt. of M.P. Rural Development Department)**

TENDER DOCUMENT

**INVITATION OF OFFERS FOR PROVIDING CONSULTANCY SERVICES FOR SUPERVISION
AND QUALITY CONTROL OF ROADS/BRIDGE WORKS**

M.R. No. Dated

ISSUED TO :
.....
.....
.....
.....

Signature of the issuing officer

Issued by:

**CHIEF EXECUTIVE OFFICER
MADHYA PRADESH RURAL ROAD
DEVELOPMENT AUTHORITY, BHOPAL**

January 2015

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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. – 462011
DETAILED NOTICE INVITING TENDER FOR SQC CONSULTANCY

No.

Dated:

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 codal provisions/specifications within the stipulated time.

S. No.	District	Name of PIU (Package)	Approximate cost of Construction works (in Lacks)	EMD Rs in Lakhs	Nodal PIU
1	2	4	5	6	7

1. (a) In Addition to estimated cost of construction work of each package shown in Col. No. 5 above, balance work of previous phases, including that of IAP, CMGSY and State Fund 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 & AME of the required no. as per Note 1. (a) Below Para 5.3 of TOR, with their technical offer.
2. The financial proposals are invited as percentage of the estimated cost of construction work for each package.
3. Period of consultancy service is 24 months including rainy season from the date of work order.
4. To qualify for award of work;
 - a. Consultant should have annual turnover (receipts from consultancy fee only) of not less than Rs. 50.00 lakhs in any 3 years during last 5 years. Consultants are required to submit P/L A/c, Balance Sheet and department wise (Government/Semi Government or others) details of the receipt of the consultancy fees for last 5 years (.....) and also submit copy of form 26 AS in support thereof.
 - b. Consultant should have experience of supervision and quality control work of Road & Bridge construction works for 3 years. (Relating to Govt. Departments/ Undertaking). In support of this, experience certificate issued by an officer (not below the rank of executive engineer) of the employer should be attached.

Such consultants should also have a team of engineers having adequate experience of road construction supervision.

- c. Consultants shall be allotted work as per their bid capacity. For calculating the bid capacity (in terms of no. of packages) of each consultant works allotted after and currently supervised by him shall be taken into account.

- | | |
|-----------------------------------|----------------------|
| a. Rs. 50 lakhs to Rs. 75 lakhs – | one package. |
| b. Rs. 75 lakhs to Rs. 1 Crore – | upto two packages. |
| c. Rs. 1 crore to Rs. 2 crore – | upto three packages. |
| d. Rs. 2 crore- Rs. 10 Crore– | upto four packages. |
| e. More than Rs. 10 Crore – | upto eight packages. |

5.
 - a. In some PIU's work of construction of bridges has been awarded under separate agreement. Consultant will have to supervise, if directed by GM, these bridge works also and he will be paid consultancy fee at the agreed rate. For this purpose consultant will have to deploy bridge expert in his team.
 - b. Packages which includes the work of more than one PIU the consultant will provide team leader for Nodal PIU and additional Resident Engineer (R.E.) for the other PIU. Other staff in both PIU will be as per clause 5.3.12 of TOR.
 6. **Tender documents can be obtained from the office of the undersigned up to up toPM on by making of payment of Rs.5000/- in cash or DD drawn in favour of MPRRDA Bhopal, 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. 5000/- for each package will have to be submitted in the form of DD with the tender.**
 7. **Last date of receipt of completed offers is upto 3.00 PM. and Technical offers will be opened on the same day at 3.30 PM.**
 8. **Financial offers will be opened on from 3.30 PM.**
 9. **Consultant should submit audited profit & Loss Account and Balance Sheet with Report there on for last 5 years in support of their turnover with a certificate by C.A. specifying turnover from consultancy fee and otherwise.**
 10. **Bidder has to submit affidavit duly notarized 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 and in C.A. certificate 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.**
 11. **Consultants who failed to provide Team Leader/RE of required qualification and experience in the last call despite given ample time are not eligible to participate in the Tender.**
 12. **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**
- NB- Consultants should clearly note that if they do not submit proposal and information as required in para 10 to 12 above, their proposal will be summarily rejected even if they have been Previously qualified.**

Other details may be seen in the Tender document for SQC of road & Bridge works January 2015 on our website www.mprrda.com

**Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal**

End No.

Date.....

Copy to:

1. **Secretary, Panchayat & Rural Development, Govt.of M.P. Bhopal.**
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, Arera Hills, Bhopal.**
5. **Chief Engineer, Public Works Departments, Jabalpur/ Gwalior / Indore/ Bhopal /National
Highway / Bridge.**
6. **Managing Director M.P. Road Development Corporation, Arera Hills, Bhopal.**
7. **Chief Engineer, Central Public Works Departments, Nirman Sadan Arera Hills Bhopal.**
8. **All Divisional Commissioners .**
9. **All Collectors.**

10. Chief Executive Officers, Zilla Panchayat (all).
11. Chief General Manager, MPRRDA, Bhopal-1 & 2, Indore , Jabalpur, Rewa.
12. General Manager Programme Implementation Units, MPRRDA (all).

**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 & Quality Control consultancy for the work - construction/ upgradation of rural roads in Madhya Pradesh by MPRRDA.

1 INTRODUCTION: -

- 1.1 The Madhya Pradesh Rural road development authority (Authority) is an agency of the Government of Madhya Pradesh, Rural Development Department constituted for implementation of PMGSY in the state. Authority is constructing & maintaining rural roads and bridges in all districts of the state through Project Implementations Units (PIU). At present there are about 94 PIUs in all 51 districts of the state.
- 1.2 Consultants are invited to submit technical and financial offers for consulting services required for the assignment as detailed in the TOR. **Consultants may submit their offers for one or more consultancy packages but earnest money and cost of tender document will have to be submitted separately for each consultancy package. The Authority reserves the right to limit the award the work after assessing their bid capacity as per para 3.1.2(viii).**
- 1.3 To obtain first hand information of the assignment and local conditions, consultants are advised to pay a visit to the project site and contact to the General Manager office of the concerned PIU, before submitting the proposal. Consultant must fully acquaint himself of the local conditions and take them into account in preparing his proposal.
- 1.4 Please note that the;
- 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 (if date given in the NIT) to clarify the issues and to answer questions on any matter relating to the assignment 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 and posted on our official website www.mprrda.com well before the last date for submission of bid.
- 1.4.4 Payment of consultancy fee, at the approved rate will be based on the contractor's billed amount in each month. No claim on account of disproportionate progress due to delay in award of construction work or slow progress of contractors shall be entertained.
- 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 firm of the Joint Venture/Association will act as a lead firm representing the Joint Venture/Association. **The lead partner should have less than share in the Joint Venture.** Other partner should not have less than 45% share. Each partner of JV will have to fulfill qualifying criteria to the extent of his share in JV. The duties, responsibilities and powers of each 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 Annexure-1. 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. Amendment in the document

- 2.1 At any time before the last date for submission of the proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Document by issuing an amendment. The client may at his discretion extend the deadline for submission of the proposals. Such amendments will be issued in writing and notified on the website (www.mprda.com) which will be treated as part of the bid document and dealt with accordingly.

3. PREPARATION OF THE PROPOSAL: -

Consultants are requested to submit a technical and a financial proposal in the 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 consultant's risk and may result in the rejection of their proposal.

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

- (i) Total assignment period is indicated in the Terms of Reference (TOR). Consultant should feel free to make his own assessment considering the requirement of the work as per TOR, including his assessment of the support personnel both technical and administrative and submit proposal accordingly. Consultant will, however, 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 ensured 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 take in to account.
- (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. Consultants on the basis of their turnover (receipt from consultancy fee) in any 3 years during last 5 years, may be allotted work as under:-
 - a. **Rs. 50 lakhs to 75 lakhs – one package.**
 - b. **Rs. 75 lakhs to 1 crore – upto two packages.**
 - c. **Rs. 1 crore to Rs. 2 crore- upto three packages.**
 - d. **Rs. 2 crore to Rs. 10 crore- upto four packages.**
 - e. **More than Rs. 10 crore- upto eight packages.**

This limit will be applied taking into account all packages allotted after (as per NIT) & currently supervised by consultant. For this purpose consultant will give a list of all SQC contracts of MPRRDA in hand giving agreement no., date & Name of PIU.

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 5 years, certified financial turnover of last 5 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 organization, structure (in the enclosed Annexure-II).**
- (ii) Copy of audited P/L account & Balance Sheet with report thereon for last 5 years with copy of form 26-AS.
- (iii) Details of similar consultancy works executed in last 5 years in annexure-III.
- (iv) Experience certificates issued by an officer not below the rank of executive engineer of the client. (Govt. Department/Undertaking)
- (v) **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-IV.**
- (vi) Affidavit duly notarized stating
 - a. **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 incorrect MPRRDA may forfeit EMD & debar from future tendering.**
 - b. **Turnover shown in the accounts and in C.A. certificate is from consultancy fee only.**
 - c. **No relative is working as contractor or Employee of MPRRDA in the PIU in which tender is being submitted.**
- (vii) 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.
- (viii) Joint Venture agreement if tender submitted in JV.
- (ix) 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-V.** The Consultant should take into account the various stipulations in the Terms of Reference in assigning tasks to individual members of the team.
- (x) Any comments or suggestions on Terms of Reference.
- (xi) Description of methodology and work plan for performance of assignment.
- (xii) 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.
- (xiii) EPF Registration No. (With copy of registration.)
- (xiv) Copy of PAN
- (xv) Service Tax Registration No. (With copy of registration.)
- (xvi) List of works in hand with name of PIU, agreement no. & date.

a) Financial Proposal

3.2.1 The financial proposal shall be submitted as percentage (%) of probable amount of contract in the format given in **Annexure-VI.** The payment shall be made monthly calculated at accepted percentage rate on 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-VI**. The expected inputs and the minimum requirements/standards to be maintained for the lumpsum component is given in the above mentioned Annexure

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.

3.2.3 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.

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

3.2.5 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: -

Proposal should be submitted in three envelope system,

4.1 The Bidder shall place the three separate envelopes (called inner envelopes) marked "EMD", "Technical Bid" and "Financial Bid" in one outer envelope. If tender document is downloaded from website, cost of bid document in the form of DD will also be submitted in separate envelope marked as cost of bid document.

The outer envelope addressed to MPRRDA Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462011 shall bear the name of the bidder, name of work with package no. for which bid is submitted and have markings as ;

Not to be opened before (date and time of Technical Bid opening)

In addition to the identification of the work for which bid is submitted each of the envelopes shall indicate name and address of the bidder should be indicated on each envelop.

4.1.1 A consultants should submit only one proposal for one Consultancy Package. If a consultant submits tender for more than one package he should submit complete technical bid with one package only. He need not to submit complete profile of the firm and other details with each package in his technical bid. **He will however, have to submit CVs of staff proposed for each package and team composition.**

4.1.2 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.

4.1.3 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.

4.1.4 Completed Technical and Financial proposal must be delivered on or before the time and date mentioned in the NIT.

- 4.1.5 Validity of Proposal is 120 days from the closing date during this period consultant must maintain the professional staff proposed for the assignment.
- 4.1.7 The Consultant must submit Earnest Money for an amount as shown in NIT against 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 duly discharged.
 3. National Savings Certificates duly discharged.
- 4.1.8 The proposals 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 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 during the validity period of tender.
 - 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 evaluation on the basis of technical bid submitted as per para 3.1.3 applying the evaluation criterion. Only those consultants who fulfill following minimum criteria shall be eligible for consideration : -

- (i) Annual turnover (receipts from consultancy fee only) of not less than Rs. 50.00 lakhs in any 3 years during last 5 years. Consultants are required to submit department wise (Government/Semi Government or others) details of the receipt of the consultancy fees for last 5 years and also submit copy of form 26 AS in support thereof.
- (ii) Have experience of supervision and quality control work of Road & Bridge construction works for 3 years. (Relating to Govt. Departments/ Undertaking). In support of this, experience certificate issued by an officer (not below the rank of executive engineer) of the employer should be attached.
- (iii) Have submitted documents as required in para 3.1.3 above.

Such consultants should also have a team of engineers having adequate experience of road construction supervision.

- (iv) Team leader should preferably be permanent employee of the consulting firm.

5.1 Evaluation of Financial Proposal: -

The evaluation committee appointed by MPRRDA will examine the financial proposals of qualified bidders. 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 right to accept or reject any or all proposals without assigning any reason for his decision.

- 5.3 Before award of work consultant and proposed key personnel will be called for discussion on the technical proposal, the proposed methodology (work plan), staffing and for interviewing each of the key personal (TL/RE) to ascertain their overall suitability / availability for the assignment. If proposed TL/RE is not found suitable for the assignment, consultant shall be given at least one more opportunity to present the alternate TL/RE of desired qualification and competence. Proposal of the consultants who fail to provide suitable TL/RE even after being given adequate opportunity shall not to be considered even if it is lowest for the particular package.

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 within 15 days from the date of issue of acceptance letter after depositing required performance security.

- 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 If consultant fails to submit required performance security and sign agreement within the given time limit, his EMD will be forfeited and he will also be debarred from participation in future tenders for one year.

8 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.

9 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 used for assignment by the consultants or their personnel during 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's life, health, accident, travel or other insurance as may be appropriate;

10 Limitations of the consultant's liability towards client:

- (A) Except in case of 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 is higher.

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.**

8. Contact Persons: -

1. **Alka Upadhyaya IAS**
Chief Executive Officer, Ph No. 0755 2572207, Fax 0755-2573396
E-mail: ceomprda@gmail.com mp-cexo@nic.in
2. **Shri M.K. Gupta**
Engineer-in-Chief Ph. No. 0755-2570774, Fax 0755-2573396.
E-mail: cgm_mprda@rediffmail.com
3. **A. D. Kapale**
Chief General Manager-1, Ph. No. 0755-2551751,0755-2573396,
E-mail: cgm_1@rediffmail.com
4. **A.K.Mishra**
Chief General Manager-3, Ph. No. 0755-2768244, 0755- 2573396
E-mail: cgmjbprda@rediffmail.com
5. **H. P. Verma**
Financial Advisor, Ph No. 0755-2571562,, 0755-2573396,
E-mail: mprda_fa@rediffmail.com
6. **General Manager of Project Implementation Units, list attached as 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

TERMS OF REFERENCE (TOR)

Supervision and OC consultancy for the work of construction / upgradation & maintenance of rural roads in Madhya Pradesh

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 under PMGSY and other schemes. This agency is named as MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA) and is responsible to construct ODR and VR in the state. It is proposed to undertake construction and upgradation 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 and also other schemes. There are Project Implementation Units (PIU) as field formation in all 51 district of the state. 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 given in the detailed NIT.

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 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/maintenance packages to be executed under different construction contracts. A supervision consultant shall supervise the works of all construction/maintenance contracts in one consultancy package. The work may involve construction of new roads as well as upgradation of existing roads and maintenance there of. 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, BT renewal of roads under maintenance and construction and improvement of cross drainage and Medium Bridge works etc. 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 required 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.
- (viii) Initial rehabilitation and BT renewal work of roads under post 5 years maintenance.

1.7 PROPOSED CONSULTANCY ARRANGEMENT

Construction packages have been clubbed to form supervision consultancy packages as shown in the NIT. Separate consultants may be engaged for each supervision consultancy packages.

1.8 Project Preparation

1. 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 authorized representative of 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 take the necessary measurements and ensure 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, 5 (five) times of the consultancy fee payable to the consultant, for that particular work, will be recovered from him. He will also not be paid consultancy fee for that defective part of the work. 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. Such work shall not be covered till measurements have been checked by AM.
 - (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/bridge projects within the PIU, not exceeding 50% of the contract amount, 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 below. The qualification, experience and task assignment of the staff will be as per Annexure-V
- 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 24 months including rainy season or period of completion of the project whichever is earlier. 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	24 months
2.	Assistant Material Engineer	One for works upto Rs. 10 crores or part thereof **	23 months
3.	Assistant Resident Engineer	One for works upto Rs. 8 crores or part thereof **	23 months
4.	Field Engineer	One per Block or One for works upto Rs. 5 crores or part thereof **	23 months
5.	Laboratory Assistant	One per contract	23 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.
 - (v) For packages having work volume more than Rs.60 crore – 1 Team
 - (vi) 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. 15.00 crore one AME shall be deployed and for works of Rs. 15.00 crore and above two AME shall be deployed upto volume of work below Rs. 25.00 crore.

Note 2:

- o CVs of Team Leader & RE should be submitted along with the Technical Bid.
- o CVs of ARE/ AME should be submitted at the time of agreement, for the approval of the General Manager.
- o 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 at least one month after completion for completing documentation.
- 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 Four Wheeler to each.</i>
<i>Assistant Material Engineer</i>	-	<i>1 Four Wheeler to each.</i>
<i>Assistant Resident Engineers</i>	-	<i>1 Four Wheeler (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.

- 6.1 The consultant firm shall depute some Sr. Engr. of Management level at least once in two months to discuss the progress, performance of the team and other issues with concerned CGM or 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. Monthly /Quarterly Progress Report by the 10th day of each month;
- III. **Tour diary of Team Leader fortnightly Which should interalia indicate the date of visit, name of road, tests conducted and results thereof.**
- IV. 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.

8.1 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.

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-V**. 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 may be taken which may ultimately result in the termination of the contract, forfeiture of performance security and debaring from participation in future tenders.

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 FDR/BG in favour of General Manager, PIU of Scheduled Commercial Bank (BG format given in Annexure-VII 5% amount shall be recovered from the running bills, which may be replaced by interest bearing security 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: -

- (i) Deficiencies in the services on the part of SQC consultant may attract penal provisions in the form of fines, up to a maximum amount of 5% of contract price and debarment etc. by the client. Such deficiencies may include :-
 - not acting impartially or acting in collusion with contractor in proposing variations, fixation of new rates etc for extra time,
 - not keeping proper records regarding quality control, inspection, rejection/ rectification of work etc.
 - delay in design and withholding approvals etc,
 - refusing to give reasons for decisions when called for by the client,
 - not being fully conversant with manuals, specifications, standards, client's/ministry's guidelines and requirement of the project to be followed during construction,
 - not exercising required scrutiny/ non approval of temporary work,
- (ii) Consultant will have to submit final bill of the contractor with in two months from the date of issue of completion certificate failing which he will be liable to pay penalty @ 1% of the consultancy fee payable for concerned work package, for each week of delay.

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.

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) Terms of Reference and annexure I to VII

Continued.....

The mutual rights and obligations of the Client and the Consultants shall be set forth in the agreement; in particular:

- (a) The consultant shall carry out the services in accordance with the provisions of the agreement; and
- (b) The Client shall make payments to the consultant in accordance with the provisions of the agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and the year written.

FOR AND ON BEHALF OF Madhya Pradesh, Rural Road Development Authority,
Bhopal (M.P)

Witness 1
2

By
(Authorised Representative)

FOR AND ON BEHALF OF
(NAME OFCONSULTANT)

By.....
(Authorised Representative)

(Note: If the consultant consist of more than one entity all of these entities should appear as Signatories e.g. in the following manner)

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF CONSULTANT
(Name of the member)

By.....
(Authorised Representative)
etc.

GENERAL CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

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 from 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;

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.

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,
5th Floor, Block-II, Paryavas Bhawan, Bhopal.

Attention: **Alka Upadhyaya IAS**
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: **Alka Upadhyaya IAS**, 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 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 particularly para 8 & 11 of TOR 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-V 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 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 TOR hereto, in the form, in the numbers and within the time period set forth in the said TOR 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 table-1 below para 5.3.1 of TOR.
- (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 para 5.3.1 of TOR, 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-V** 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 payment shall be deducted at the rate prescribed in para 8 of TOR 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.

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

9. 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 24 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 Nationalized Bank. B.G. should be valid for a periods of 12 months. The advance shall be recovered in 10 monthly installments 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
 - Financial Advisor Member Secy.

The committee shall give its decision within 60 days.
- 10 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.

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

This information should be given in respect of each JV partner firm separately.

1. Name of
2. Head Office Address
Email Address.
Telephone No.
3. Local/Regional Address (if any)
Email Address.
Telephone No.
4. Name of Partners
 - a.
 - b.
 - c.
 - d.
 - e.
5. Name(s) of Lead Firm:
 - a.
 - b.
6. Draft Joint Venture Agreement (to be attached) :
7. Proposed distribution of responsibilities among constituent firms.
 - a. Financial Distribution
 - b. Work Distribution
8. Work executed in last 5 years.
9. 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.

FIRM'S ORGANISATIONAL STRUCTURE

1. Name of firm :
2. Whether partnership/ proprietorship or Limited company :
3. Head Office Address
Email address :
Telephone No. :
4. Local/Regional Address (if any) :
Email address :
Telephone No.:
5. Name of Partners :
 - a.
 - b.
 - c.
 - d.
 - e.
6. In case of proprietorship firm, name of proprietor with PAN no. :
7. Name(s) of authorized signatory :
8. Name of contact person with mobile no. :
9. 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;

DETAILS OF SIMILAR WORK DONE

S.no.	Name of department	Agreement no. & date	Project cost	Nature of assignment	Consultancy fee received
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FORMAT FOR CURRICULUM VITAE

Format for Curriculum Vitae (CV) for Proposed Key Personnel

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

Previous Experience & Employment Record

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

(i) Experience

S. No.	Name of employer (Consultancy firm etc)	Position held	Relevant Previous Experience				
			Project Details (Title, Funded by, Location, Year)	Client (Govt. Deptt. Etc.)	Tasks Actually performed	Duration of Tasks from..... to	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)

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 (after completion of graduation) 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 is relaxable up to 70 years in case of qualified, experienced, meritorious candidates maintaining good health.**

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 Authorized 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, however, this age limit is relaxable up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health. 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 ARE will not be more than **62 years, however, this age limit is relaxable up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health. 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 have a Civil Engineering Degree/Diploma 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, in case of graduate engineers & 10 years in case of diploma holders, 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. **Consultant will be allowed to engage 25% fresh Degree / Diploma holder candidates also.**
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 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
 firm

Signature of Person (Name & Address) authorised by the

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** 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

Form of Bank Guarantee for Performance Security

(To be used by approved scheduled banks)

1. In consideration of the Chief Executive Officer/General Manager Madhya Pradesh Rural Road Development Authority (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 M.P.

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.

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 it 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)

(Signature)

(Name)

(Name)

(Official Address)

Dated _____

Designation (with Bank stamp)
Attorney as per Power of
Attorney No _____

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
Block-II, 5th Floor, Paryavas Bhawan, BHOPAL M.P. – 462 011

No./ 21928/22/D-12/MPRRDA/2015

Bhopal Date: 17/11/2015

To,

The General Managers (All)
The Chief General Managers (All)
M.P. Rural Road Development Authority
PIU

**Sub : Amendment No.-1 to the Tender Document for Supervision and Quality Control of Roads/
Bridges- January 2015.**

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Following amendment is made in the Tender Document for Supervision and Quality Control of
Roads/ Bridges – January 2015 ;

1. Pare 9 of TOR – List of apparatus the consultants have to possess.

Add at S.No. 11 – Concrete core cutter with portable Gen-set.

(M.K. Gupta)
Engineer-in-Chief