

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

**RFP DOCUMENT**

**INVITATION FOR SUPERVISION AND QUALITY CONTROL CONSULTANCY**  
**SERVICES OF ROAD & BRIDGE WORKS ON MAN/MONTH BASIS**

M.R. No. .... Dated .....

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

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**Issued by:**

Chief Executive Officer  
MPRRDA, Bhopal (M.P.)

March 2016

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## Section-I

**MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY**  
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)  
5<sup>th</sup> Floor, Block-II, Paryavas Bhawan, BHOPAL M.P. – 462011

**DETAILED NOTICE INVITING OFFERS FOR SOC CONSULTANCY OF ROAD & BRIDGE WORKS**

No./ /22/D-12/SQC/MPRRDA/2016

Bhopal, Dated: /...../2016

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

S. No.	Name of Project / Phase	District	Name of PIU (Included in the package)	Call	Approximate cost of Construction works (in Lacks)	EMD Rs in Lakhs	Nodal PIU	Contract Period
1	2	3	4	5	6	7	8	9

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, State Funded and maintenance works 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, to provide staff as per norms and to attend all formalities/prepare final bill etc. on completion of package.  
(b) Consultant should submit C.V. of TL/ RE / AME & FE of the required no. as given in Form Fin-1 with their technical offer.
2. The financial proposals are invited on Man/ Month Basis for each package.
3. To qualify for award of work;
  - a. Consultant should have annual turnover (receipts from consultancy fee only) of not less than Rs. 100.00 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 (2010-11 to 2014-15) 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. No consultant will be allotted work of more than one package.

4. 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.

**Note - Consultant shall establish field lab at work site having all required equipment including concrete core cutter and C.T.M. machine for testing of concrete and other work.**

5. (a) Tender documents can be obtained from the office of the undersigned up to 4.00 PM on ..... by making 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.
- (b) A pre bid meeting will be held at MPRRDA hqrs. Paryawas Bhawan Bhopal on .....at 11:30 AM.
6. 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.
7. Financial offers will be opened on ..... from 3.30 PM.
8. 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 other than consultancy fee separately.
9. 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 C.A. certificate as such is from consultancy fee only.
- iii. No relative is working as contractor or Employee of MPRRDA in the PIU in which tender is being submitted.
10. 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.
11. 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.

**Consultants should clearly note that if they do not submit proposal and information as required in para 8 to 11 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 March 2016 on our website [www.mprrda.com](http://www.mprrda.com)

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

End. No./ /22/D-12/SQC/MPRRDA/2016

Bhopal, Dated: /...../2016

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  
5<sup>th</sup> Floor, Block-II, Paryavas Bhawan, Bhopal**

**Instructions to Consultants (ITC)**

**1 INTRODUCTION:-**

- 1.1 MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY is an agency of the Government of Madhya Pradesh Panchayat & Rural Development Department constituted for construction of rural roads/Bridges in the state under PMGSY. At present there are about 90 Project Implementation Units (PIU) in all 51 districts of the state.
- 1.2 Consultants are invited to submit technical and financial proposals for consulting services required for the assignment as detailed in TOR.
- 1.3 To obtain first hand information of the assignment and local conditions, you are requested to pay a visit to the project site and concerned PIU, before submitting the proposal. You must fully acquaint yourself of the local conditions and take them into account in preparing your proposal.
- 1.4 Please note the following:
- 1.4.1 Cost of preparing the proposal including visits to the Client's office and the project area, are not reimbursable as a direct cost of the assignment.
- 1.4.2 Client is not bound to accept any of the proposals submitted.
- 1.4.3 A " Pre-Bid Meeting" Shall be arranged at MPRRDA Headquarters, Bhopal (date given in the NIT) to clarify the issues and to answer the queries on any matter relating to 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. The minutes of meeting will be notified on the official website [www.mprrda.com](http://www.mprrda.com). Bidders are advised to visit the website before last date for submission of offer.
- 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 Joint venture and association with other consultants- not allowed.

**2 Amendment in the tender document :**

- 2.1 At any time before the submission of the proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Documents by amendment. The amendment will be notified in the website. Consultants are, therefore, advised to visit the website before last date of submission of bids. The client may at his discretion extend the deadline for submission of the proposals.

### 3 PREPARATION OF THE PROPOSAL: -

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

#### 3.1 Technical Proposal

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

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

- (i) Total assignment period is 16 months which may be extended as per requirement of the assignment. Consultant will have to provide services during extended period also on the same terms & conditions.
- (ii) Majority of key professional staff proposed should 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. The CV should clearly indicate the position for which a particular expert is proposed failing which the same will not be evaluated.
- (iv) The availability of key personnel must be ensured at site during the execution of the work as per schedule. Replacement of the key personnel will not be accepted.
- (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 taken into account.

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

- (i) Firm's organization, structure and relevant experience (including details of the previous experience in Annexure-I & V.
- (ii) Financial turnover of last 5 years with P/L Account & Audited Balance sheet.
- (iii) Understanding of objective and comments or suggestions on Terms of Reference.
- (iv) Description of methodology and work plan for performance of assignment.
- (v) 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.
- (vi) The composition of the proposed team for each package and task assignment to individual members with their qualification & experience in form Annexure-II.

The general description of qualification, experience and tasks to be performed by the various experts are given in **Annexure –III**. The tasks to be assigned to each member of the proposed team should conform to but not limited to the generalised tasks given in **Annexure-III**. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.

- (vii) *Curriculum Vitae (C.V.) (in Annexure-IV)* **recently signed with date by the proposed key professional staff and also by an authorised official of the firm.** The key information shall be as per the Annexure-IV.

- (viii) 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.

### **3.2 Financial Proposal**

- 3.2.1 The financial proposal should be submitted in form Fin – 1 (Annexure VI)
- 3.2.2 Financial proposals will include remuneration of key personnel and support staff, fully furnished office accommodation, transportation vehicles, equipment, communication facilities etc necessary for discharge of duties as per TOR.
- 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 assignment. Remuneration of staff should include all incidental expenses that staff might have to incur to discharge their duties. No separate payment will be made for any facility that consultant may have to provide to its staff or any other expenditure on any account consultant might have to incur to full fill the objective of assignment as per TOR. Consultants should include all such charges in the remuneration and other components mentioned in the Form Fin-1.
- 3.2.4 The financial proposals shall take into account the all tax liability and cost of insurance etc.
- 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.
- 3.2.6 The construction work included in the package will be awarded to different agencies, therefore, all construction work included in a package may not start simultaneously. The consultant will have to deploy staff as per requirement and directions of General Manager (GM) PIU concerned.

### **4. Submission of Proposals:-**

- 4.1.1 Consultants should submit one proposal for one Consultancy Package in three envelope system as below,
- Envelope A containing EMD and cost of bid document if downloaded from the website.
  - Envelope B containing technical bid.
  - Envelope C containing financial bid in prescribed format.
- All the three envelope will be sealed in an outer envelope, which will be bear the name and address of bidder and a reference of NIT No. and subject of bid and deadline date fixed for opening of bid.
- 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 interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.1.4 Your completed Technical and Financial proposal must be delivered on or before the time and date mentioned in the NIT.
- 4.1.5 Your proposal must be valid for 90 days from the closing date for submission of bid during which you must maintain the professional staff proposed for the assignment.
- 4.1.7 The Consultant must submit Earnest Money for an amount as shown in NIT for the particular package. The Earnest Money shall be pledged in favour of M.P. Rural Road Development Authority, in one of the forms mentioned below: -
1. Demand Draft of any scheduled Bank.
  2. Fixed/Term Deposit receipt of any Scheduled Commercial Bank.
  3. National Savings Certificate/s.



- 4.1.8 The 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/ adjusted when consultant has signed the agreement and furnished the required performance security.
- 4.1.11 The Earnest Money may be forfeited
  - a) If the consultant withdraws the offer after submission during the period of tender validity.
  - b) In the case of a successful consultant, if the consultant fails, within the specified time limit, to sign the agreement & furnish required performance security.

**5. Proposal Evaluation: -**

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

- (i) Technical evaluation, which will be carried out by a committee constituted for the purpose prior to opening the financial proposals;
- (ii) Financial evaluation,

**5.1 Evaluation of Technical Proposal: -**

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

**5.2 Criteria for Evaluation of Technical Proposal: -**

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

- (i) 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.
- (ii) Should have experience of supervision and quality control of Road and Bridge construction works of not less than 3 years.

**5.3 The committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, given in the tender document. A Proposal shall be rejected at initial stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference.**

**5.4 Opening of Financial proposals :-**

Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The names of the qualified Consultants, shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying criteria will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

**5.5** The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals any personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal.

**6. Negotiations: -**

**Normally negotiation shall not be conducted, however, with the approval of competent authority negotiation may be conducted with the lowest bidder 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 (GM of designated PIU) in the prescribed form after depositing required performance security within 10 days(ten days) from the date of issue of acceptance letter.
- 7.2 The selected Consultant is expected to commence the assignment on the date and at the location specified in the work order.

**8. Contact Persons: -**

1. **Shri M.K. Gupta**  
Engineer-in-Chief Ph. No. 0755-2570774, Fax 0755-2573396.  
E-mail: [cgm\\_mprrda@rediffmail.com](mailto:cgm_mprrda@rediffmail.com)
2. **Shri B.K. Nayak**  
0755-2577320.  
Email – cgm1mprrda@rediffmail.com
3. **H. P. Verma**  
Financial Advisor, Ph No. 0755-2571562,, 0755-2573396,  
E-mail: [mprrda\\_fa@rediffmail.com](mailto:mprrda_fa@rediffmail.com)

**Chief General Manager**  
**M.P. Rural Roads Development Authority**  
**Bhopal (M.P.) Phone (0755) 2570132 or 2571562**  
**Fax No.-0755 2573396**

### TERMS OF REFERENCE (TOR)

#### Supervision and quality control consultancy for the construction of Roads & Bridges in Madhya Pradesh under PMGSY

#### 1. Background of project

##### 1.1 General

The Government of Madhya Pradesh has constituted an independent agency named MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY (MPRRDA) to execute construction, upgradation and maintenance of rural roads/bridges under PMGSY in the state.

1.2 It is proposed to engage qualified consultants with proven relevant experience for the supervision and quality control (SQC) of proposed Road/ Bridge works. The proposed civil works involve construction of roads and bridges works on PMGSY roads.

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

##### 1.4 WORKS

Each SQC consultancy package consists of No. of Roads and Bridges being executed by different contractors under the overall supervision and control of concerned General Manager In-charge PIU. SQC consultant is to supervise the construction of all works included in the consultancy package under the direct control of GM, PIU concerned.

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 DPRs of works have been prepared by independent consultants under the overall supervision of GM, PIU. However, during construction certain changes in drawing/design may become necessary which will have to be attended by the SQC consultant.

#### 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 timely 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. 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.
- ii. The Team leader shall be responsible for overall coordination and supervision. The Team leader shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract.
- iii. The Consultant will make the necessary measurements and ensure the quality of works. The Consultant shall make all engineering decisions required during the implementation of the Contract. However, **the 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 contract period.
  - 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. 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 Document.
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 5 days of the submission of the programme and after obtaining approval of the GM PIU, the programme will be issued to the contractor within 15 days of submission of work plan.
5. Review the DPR and suggest modification; if considered necessary. Modification will be carried out by DPR consultant if his services are available otherwise this will be done by SQC consultant.
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, safety measures, 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. Survey on proposed and alternate (if required) alignment and approve final layout given by the contractors' Engineers.
10. Assessment of material required and their supply schedule.
11. Finalize foundation level of CDs/ Bridges in consultation with GM.
12. Approve shuttering and reinforcement before concreting.
13. 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 of GM PIU.
14. Prepare working drawings wherever necessary for both permanent and temporary works.
15. Prepare, scrutinize and approve the drawings for temporary works as required under the Contract.
16. Liaisoning and co-ordination with the local authorities for shifting of utilities wherever required.
17. Review and ensure conformity of Contractor's securities in approved formats.
18. 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 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 other 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 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.
6. Supervise Geotech investigation wherever required.
7. Maintain daily material consumption register on each work site.
8. Temporary diversion of traffic and water course, wherever required.

#### 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 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 of materials and/or work and approved/disapprove the Contractor's plant and equipment.
3. AME under his supervision shall ensure (i) preparation and approval of design mix, if necessary, before starting of work (ii) ensure sampling of cubes/materials during execution of work (iii) testing of all material to be used on work.
4. Review and approve the test results/certificates of all construction material and/or sources of material and carry out additional tests as necessary to establish their quality.
5. Associate with the work tests being carried out by the contractor and undertake additional tests as necessary to assess the quality of works.
6. 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.
7. In the event of 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 State quality monitors / National Quality Monitors if it is noticed that sub-standard work has been allowed (whether paid or not) by the consultant, five times of the consultancy fee payable to the consultant for that particular work will be recovered from him. However, consultant will not be discharged of his responsibility to get the defects rectified by the contractor.**
8. 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. Take measurements of all items of works and of quantities of materials incorporated in the work and maintain up to 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 certificate to the General Manager that the items included in the Contractor's bill are correct as regards quantity and satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract and relevant codes.

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 before submission of the measurements/bills to General Manager PIU: -
  - (1) 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 checked by the Team Leader before the work is covered.
  - (3) Following percent checks of measurement shall be done by the team members of the consultant.
 

(i)	By Team Leader	10%
(ii)	By ARE	50%

These checks shall be exercised in respect of each work in the given percentage and should cover all important items/components of work. Checks of measurements have been laid down to facilitate regular working but consultant will be fully responsible for all measurements recorded or checked by his staff. Percentage check of measurements prescribed for TL is for other than those checked by ARE but this does not prohibit TL from checking the measurement of the part checked by ARE. However, this shall be in addition to the percentage prescribed for TL.

Team Leader shall also test check the quality of work whenever he visits the site and also keep record thereof.

7. Scrutinize and advice the General Manager upon the claims raised by the Contractor, if any.
9. 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.
10. In case of conflicts, perform tests or check measurements of any or all of the items in presence of General Manager.
11. Advise to General Manager during Arbitration proceedings, if any.

#### **4.5 Progress of Work- Team Leader shall.**

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. Submit monthly progress report of the work to the GM.
5. 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.
6. He shall be in close contact with the all GM PIU included in package and CGM concerned and hold monthly meeting with these officers to review progress of works, deployment of consultancy staff and other issues.
7. Ensure testing of at least 10% material in his presence.
8. Prepare deviation statement and submit to GM wherever necessary.
9. Inspect all works during monsoon period and submit technical report to GM PIU. Also suggest modification, if any, in construction drawings with reference to observation during flood condition.
10. Certify 'As constructed' drawings of each component of the works furnished by the Contractor.

#### **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) Preparation of DPRs for the Bridge/Road works on the rates mutually agreed between employer and the consultant.

- (b) Supervision and quality control of Roads / Bridges within the PIU included in the package 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 para 5.3.1. The qualification, experience and task assignment of the staff will be as per **Annexure-III**.

5.2 **The team members named in Technical Proposal will have to be deployed on the work.**

5.3.1 The implementation of the Project is organised in terms of a Construction Package. The period of construction of works under packages is 12 to 18 months including rainy season. The composition and duration for Services for the Supervision Team will be as given in Table 1.

**Table-1  
Supervision Team Composition and Timing for one package**

S. No.	Team Composition	Numbers	Approximate months of input
1	2	3	4
1.	Team Leader	One	16 months
2.	Assistant Material Engineer	One for works upto Rs. 12 crores or part thereof **	16 months
3.	Assistant Resident Engineer	One for works upto Rs. 10 crores or part thereof **	16 months
4.	Field Engineer	One per Block or One for works upto Rs. 7 crores or part thereof **	16 months
5.	Laboratory Assistant	One	16 months
6.	Office accommodation with all facilities such as Telephone, Internet connection, Computer, Computer Operator and Other Office Staff	(As required)	16 months

**Vehicle**

One Four wheeler to Team leader.

One Four wheeler to AMEs.

Two Four wheelers to AREs.

Consultant will have to provide motor cycle to each FE and include this component in the remuneration of FE.

5.3.2 The Consultant shall have the complete responsibility for the timely completion of works.

5.3.4 The composition of team for each Package will be as per Table-1 above. However, the actual deployment of the staff will be as per progress and requirement of the work for which consultant shall have no claim. The employer may also ask for additional staff, if required, and consultant will have to engage such staff with requisite qualification and experience at the rates given in the agreement for each category.

**6. Facilities to be provided by the consultant**

The consultants will have to provide mobile phone to all team members, charges for which should be included in the per month remuneration of the staff.

AMEs, AREs & FE will have to supervise work of more than one package at a time. Consultant shall have to ensure their movement in such a way that all works are supervised and quality tested as per TOR.

Consultant will have to provide furniture, computer, telephone with internet connection, stationary and other facilities as may be necessary for smooth running of the office.

## 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 one copy/set each of the following reports to designated General Manager Project Implementation Unit and one copy/to GM PIU concerned and Chief General Manager Concerned.
- I. Commencement Report within 15 days after commencement of Services.
  - II. Monthly /Quarterly Progress Report by the 10th day of each month;
  - III. Monthly tour diary of Team Leader & AME Which should inter alia indicate the date of visit, a particular site, tests conducted and results thereof etc.
  - IV. Monthly tour diary of ARE, which should inter alia indicate the date of visit, name of work (with chainage No.) inspected etc.
  - V. Final Report on the completion of services.
- 7.2 The commencement Report shall contain the details of staff mobilized, meetings held with the client and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Master Work Programme and Resource Mobilization for the Project.
- 7.3 The Progress Reports (monthly and quarterly) shall contain details of staff and vehicles deployed (with their registration No.) 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 of Contractor's plant and equipment. The broad scope of progress reporting is as given under:

### Report on progress of each work and each activity stating:

- Percentage progress of the activity; (package/ road wise)
- Deviation from the schedule:
- Status on material procurement and stock:
- Monthly summary of cash flow for each bridge work.

### Projections

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

### 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

- 8.1 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 deployed on the work. Replacement will not be permissible. However, should it become necessary to replace any of the personal specified by name in the technical bid the consultant shall forthwith provide a replacement acceptable to the client with comparable or better qualification and experience. The replacement will be subject to reduction of remuneration for each position indicated in financial bid by 10%.
- 8.2 If the services of the specified personnels are not made available at proper time or any team member provided by consultant is not acceptable to the GM, the consultant shall immediately replace the team member. If the consultant fails to quickly deploy/replace a team member as instructed by the employer, the employer may make temporary arrangement. The temporary deployment/replacement being paid by the employer with commensurate reduction in the person months scope of the contract. The consultant shall incur a penalty equal to 50% of the cost to the employer of the temporary deployment/replacement until such time that the consultant provides a suitable replacement/team member.

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



**9. Equipment for Quality Control of Works: -**

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

**List of Apparatus the consultants have to possess**

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

These equipments/Apparatus should always & be in the inspection vehicle of AME. These equipments will be property of the consultant and he will be responsible to keep them in working condition. No separate payment for these equipments shall be made.

**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 BG/FDR of scheduled commercial Bank pledged in favour of General Manager of designated PIU. Bank Guarantee should be in the format given in Annexure-VII. 5% amount shall be retained from each running bill, which may be converted into 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. Validity of the performance security instrument will have to extended by the consultant if there is any extension of contract period. Performance security may be forfeited if consultant fails to provide services as per agreement. Consultant may also be debarred from participation in future tenders.

**11. Penalties: -**

- (i) Without prejudice to the provision in clause 8 of this TOR, in case delay in satisfactory completion of the project occurs due to consultant beyond the stipulated period, the consultant shall be liable to pay penalty @ 0.05%(one twentieth percent) per calendar day subject to maximum of 2.5%(two and half percent) of initial contract sum. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by MPRRDA is liable to be forfeited.
- (ii) **Consultant will have to submit final bill of the contractor within two months from the date of issue of completion certificate failing which he will be liable to pay penalty @ Rs. 10000/- for each week of delay.**

If 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.

**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 General Manager Project Implement Unit....., Madhya Pradesh Rural Road Development Authority, 5<sup>th</sup> 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/Bridge 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 contract 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 contract;
- (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 here to shall be deemed to form an integral part of this agreement:

- 1. RFP Document which consists of the following :
  - (a) Notice Inviting Offer.
  - (b) Instructions to consultants.
  - (c) Terms of Reference.
  - (d) The General Conditions of Agreement (hereinafter called “GC”);
  - (e) The Special Conditions of Agreement (hereinafter called the “SC”);
 With all appendix and annexure
- 2. Acceptance Letter.
- 3. Work Order.

The mutual rights and obligations of the Client and the Consultants are 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 on the day and the year written above.**

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

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) "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 2.5 hereof;
- c) "Bank" means any scheduled commercial bank so designated by the Madhya Pradesh Rural Roads Development Authority for their banking transactions relating to this agreement.
- d) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of Madhya Pradesh Rural Roads Development Authority by Government of Madhya Pradesh.
- e) **"Chief General Manager" means an officer of the rank of Chief Engineer appointed as Chief General Manager of MPRRDA by Government of Madhya Pradesh.**
- f) "Client" means Madhya Pradesh Rural Roads Development Authority, with its present address at 5<sup>th</sup> Floor, Block-II, Paryavas Bhawan, Bhopal, (hereinafter called the "MPRRDA");
- g) "Consultant" means \_\_\_\_\_ and includes sub-consultant and their Personnel, if any, engaged for carrying out of services under this agreement;
- h) "Currency" means the Indian Rupees;
- i) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- j) **"Engineer in Chief" means the Engineer in Chief M.P Rural Road Development Authority.**
- k) "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");
- l) "Key personnel" means the personnel referred to in Clause 4.2(a) of GC.
- m) "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;
- n) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- o) "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;
- p) "Starting Date" means the date referred to in Clause 2.2 hereof.
- q) "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,  
5<sup>th</sup> Floor, Block-II, Paryavas Bhawan, Bhopal.

**Attention:** Chief Executive Officer, MPRRDA  
5<sup>th</sup> 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/NIT.

**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: ....., Chief Executive Officer,  
MPRRDA, 5<sup>th</sup> 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 on the date of signing the agreement.

**2.2 Commencement of Services**

The consultants shall begin carrying out the Services within 10 days from the date of receipt of work order.

**2.3 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.

## **2.4 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.

## **2.5 Modification**

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may be made only 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.

## **2.6 Force Majeure**

### **2.6.1 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.

### **2.6.2 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.

### **2.6.3 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.

## 2.7 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.

## 2.8 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 consultant, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.
- g) If the consultants fails to provide services as per agreement.

2.9.2 Client, in its sole discretion and for any reason whatsoever, may terminate this 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.

### 2.9.3 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 2.3 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 2.9.1 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 the agreement specially para 8.10 and 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 consultant disputes whether an event specified in paragraphs (a) to (g) Clause 2.9.1 of this agreement has occurred, he may within forty five (45) days after receipt of notice of termination from the employer, 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 agreement, 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 of personal injury of the staff engaged by the consultants.

At the Client's request, consultants 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 Table-1 below para 5.3.1 of 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(iii) 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 the TOR, in the form, in the numbers and within the time period set forth in the 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, if any, 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 Deleted**

### **4.3 Approval of Personnel**

The Key Personnel listed by title and 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.

### **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. This is however, subject to condition in para 8.1 of TOR.
- 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.

## **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 and other conditions of this agreement.

## **6. PAYMENTS OF THE CONSULTANTS**

### **6.1 Payments**

- (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 actual deployment of staff and vehicles etc., at the approved rates.

## **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 Deleted**

**Subject to the ceiling specified in Clause 6.1 (b) hereof, the Client shall pay to the Consultants as per his Man/Month rates approved by the Client every month. The amount payable in a month shall be calculated on the basis of staff / vehicles actually deployed (supported by proof of deployment ).**

## **6.4 Mode of Billing and Payment**

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

- (a) 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 a itemized bill for payment supported by staff attendance sheet and proof of deployment of vehicles etc.
- (b) The Client shall cause the payment to the consultant periodically as given above within ten (10) days after the receipt by the Consultant's bills. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment.
- (c) 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.
- (d) All payments under this agreement shall be made by account payee cheque.
- (e) All running payments shall be treated as interim payments subject to adjustment on the finalization of contract.

## **6.5 Recovery**

Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant's security deposit and balance 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 10 thereof.

## **8 Deleted**

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

## **10. SETTLEMENT OF DISPUTES**

### **10.1. Amicable Settlement**

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

**10.2 Dispute Settlement**

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

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

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

FOR AND ON BEHALF OF THE CLIENT

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

## SPECIAL CONDITIONS OF AGREEMENT (SC)

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

1. 2.1 The agreement shall come into force and effect on the date order to commence services is issued by client.
2. 2.2 The time period shall be 10 days unless any other time period parties may agree in writing.
3. 2.3 The time period shall be 16 months unless any other time period parties may agree in writing through extension of time.
4. 3.7(d) Nil
5. 3.9 The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Client.
7. 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
  - Engineer in –Chief - Member
  - Chief General Manager of the respective zone.(at Hqr) – Member
  - Financial Advisor - Member Secy.

The committee shall give its decision within 60 days.

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

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

**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;
10. Financial Turnover from consultancy fee :

Years	Total Turnover	Turnover form consultancy fee	Other

### Composition of Team

S.No.	Position	No.	Name of expert	Qualification	Experience
1	Team Leader	1			
2	ARE	4	1		
			2		
			3		
			4		
3	AME	4	1		
			2		
			3		
			4		
4	FE	8	1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
5	Lab Asstt.	1	1		

## QUALIFICATION/ EXPERIENCE AND 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. **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.

## 3. **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.

#### **4. 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 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).

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**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).

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**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)

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**Publications**

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

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**Language**

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

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**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)

## 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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## FORM FIN.-1

**Financial Proposal for Package No. ....**

I/We hereby submit my financial offer for providing supervision and quality control consultancy services as per RFP Document for Package No. .... of MPRRDA as under;

S.No.	Name of expert	Position	No.	Unit	Rate	No. of Months	Total Amounts
1		Team Leader	1	Month		16	
2		ARE	4	Month		16	
3		AME	4	Month		16	
4		FE	8	Month		16	
5		Lab Asstt.	1	Month		16	
6	Four-wheeler for TL		1	Month		16	
7	Four-wheeler for AME & ARE		3	Month		16	
8	Office expenses and support staff	Lump sum *		Month		16	
<b>Total</b>							
+ Service Tax @.....							
<b>Grand Total</b>							

\* this should include all expenses relating to junior administrative and support staff, office equipments such as computer, telephone & internet connection, stationary for preparation & submission of various reports & expenses for attending meetings by team leader with GM/CGM etc.

**Note:-** 1.Consultant is to give name of the personnel to be deployed against each position and the same should match with the names give in the technical offer.

2. The no. of experts given above is for bid evaluation purpose, actual no. to be deployed at a time will be decided by GM with reference to progress of works. but there will be no increase in the number of four wheelers.

Signature of the Authorized person with name,  
designation and seal of the firm

**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 stating 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. We .....Bank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated the .....day of.....20.....  
For ..... Bank Limited.