

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

DETAILED DOCUMENT

INVITATION FOR SUPERVISION AND QUALITY CONTROL CONSULTANCY
SERVICES OF BRIDGE WORKS ON QCBS METHOD

M.R. No. Dated

ISSUED TO :

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Issued by:

Chief Executive Officer
MPRRDA, Bhopal (M.P.)
January 2014

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Section-I

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY

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

5th Floor, Block-II, Paryavas Bhawan, BHOPAL M.P. – 462011

DETAILED NOTICE INVITING OFFERS FOR SQC CONSULTANCY OF BRIDGE WORKS

No. /22/D-12/ SQC-Brg./2014

Bhopal, Dated: / /2014

Madhya Pradesh Rural Roads Development Authority invites proposals from the reputed consultants for Supervision and Quality Control Consultancy Services of Bridge works 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. The selection of consultant and award of work shall be on quality cum cost based selection (QCBS) method.

S.No	Package No.	Name of Designated PIU & District	Names of PIU included in the Package	No. of Bridges (Approx)	Approximate cost of Construction works (in Lacks)	EMD Rs in Lakhs
1	2	3	4	5	6	7

1. The financial proposals are invited on man/month basis as indicated in form Fin-1 of tender document. (Format of financial offer)
2. The selection of consultant shall be on quality cum cost based selection (QCBS) method. Offers are to be submitted in 3 envelop system as detailed in para 4 of ITC
3. Period of consultancy services is 24 months including rainy season from the date of work order.
4. Minimum qualifying criteria;
 - a. Consultant should have average annual turnover (receipt of consultancy fee) of not than Rs. 100.00 lakhs during last 3 years.
 - b. Consultant should have experience of supervision and quality control work of Bridge construction works for not less than 3 years.
 - c. should have experience of supervising construction work of at least five major bridges each costing not less than Rs. 2.0 crores.

Consultants should also have a team of engineers having adequate experience of Bridge construction supervision.

5. Each Package includes SQC work of more than one PIU as indicated in column -4 above. Agreement will, however, be signed with GM of designated PIU and payment will also be released by him on verification of bill by concerned GM, PIU. Consultant will have to deploy staff as detailed in table 1 below para 5.3.1 of TOR.
6. Tender documents can be obtained from the office of the undersigned up to 4:00 P.M on payment of Rs.10,000/- 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.10,000/- for each package will have to be submitted in the form of DD with tender.
7. Last date of receipt of completed offers is upto 3.00 PM. on and Technical offers will be opened on the same day at 3.30 PM
8. Financial offer of only technically qualify bidders will be opened, date of which will be intimated separately through E-mail.

9. Bidder has to submit an affidavit stating that:-

- i. Information furnished with the tender is true and correct to the best of their knowledge and belief. If any information is subsequently, even after award of work, is found to be in correct MPRRDA may cancel the award, forfeit EMD & debar from future participation in tenders.
 - ii. Turnover shown in the accounts is from consultancy fee only.
 - iii. No relative is working as contractor or Employee of MPRRDA in the PIU in which tender is being submitted.
10. Pre bid meeting shall be held at on 12:30 PM at MPRRDA Hqrs. (address given above.) to apprise the intending bidders about the assignment and clarify the issues that might be raised during meeting.
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

NB- Consultants should clearly note that if they do not submit affidavit as required in Para 10. their proposal will be summarily rejected even if they have been Previously qualified.

Qualification criteria & other details may be seen in the tender document for SQC of Bridge works January-2014 on our website www.mprrda.com

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

End No. 9976/22/D-12/ SQC-Brg./ 14

Bhopal, Dated: 09/ 05/2014

Copy to:

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

Chief General Manager
Madhya Pradesh Rural Road Development
Authority, Bhopal

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

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 100 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. 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 DOCUMENTS:-

- 2.1 To enable you to prepare the proposal, a tentative package wise list of Bridges included in the package is given in Annexure-1
- 2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by 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 24 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 may preferably be permanent employees of the firm.
- (iii) No alternative key professional staff may be proposed and only one C.V. may be submitted for each position. 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 form Tech. 1-A and Tech. 1-B**
- (ii) List of key personnel, Team Leader, Bridge Engineer, AME and Site Engineer proposed to be deployed on the assignments. in form Tech.2.
- (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 Tech.3.

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

- (vii) *Curriculum Vitae (C.V.) (in form Tech.3)* **recently signed with date by the proposed key professional staff (in Form Tech.2) and also by an authorised official of the firm.** The key information shall be as per the form Tech 3.
- (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.
- 3.2.2 Financial proposals will include component of key personnel and supporting staff as well as 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.
- 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 of Bridges will be awarded to different agencies, therefore, construction of all Bridges 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,
 - a. Envelope A containing EMD and cost of bid document if downloaded from the website.
 - b. Envelope B containing technical bid.
 - c. 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 inter lineation or overwriting except as necessary to correct errors made by the Consultant's themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.1.4 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 average annual turnover (receipts from consultancy fee) of not less than Rs.100.00 lakhs during last 3 years.
- (ii) Should have experience of supervision and quality control work of Bridge construction works for 3 years.
- (iii) Should have experience of supervising construction work of at least five major bridges each costing not less than Rs. 2.0crores.

Technical proposals shall be evaluated as per evaluation criteria given in annexure-III

5.3 The committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria , and rating system given in Annexure-III. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score as indicated in the Annexure-III.

5.4 After the technical evaluation is completed, the Agency shall notify in writing Consultants that have secured the minimum qualifying marks, informing them through E-mail the date, time and location for opening the Financial Proposals.

5.5 Opening of Financial proposals :-

Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The name of the Consultants, and their technical scores shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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.

5.6 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals any Agency 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.

- 5.7 To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure. The lowest evaluated Financial Proposal will receive the maximum score of 1000 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$S_f = 1,000 \times F_m / F \quad \text{where:}$$

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 70% and 30% respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After approval of the competent authority, successful consultant will be notified. The competent authority reserves all rights to accept or reject any or all proposals without assigning any reason for his decision.

6. **Negotiations: -**

Normally negotiation shall not be conducted, however, with the approval of competent authority negotiation may be conducted with the lowest 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 the given time.(Annex-V)

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

2. **Shri A.D. Kapale**
Chief General Manager
0755-2570132
E-mail: cgm_1@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 work -construction of 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 Bridge works. The proposed civil works involve construction of bridge 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 includes the works of more than one PIU as indicated in the detailed NIT. The work in each PIU consists of No. of 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 bridges included in the consultancy package under the direct control of GM, PIU concerned. However, the agreement will be executed and payment released by the by the GM of designated PIU after verification of the bill by 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 bridges have been prepared by independent consultants under the overall supervision of GM, PIU. However, during construction of Bridges certain changes in drawing/design may become necessary which will have to be attended by the SQC consultant.

1.7 Consultant will have to provide the services of a Team Leader for overall coordination and supervision of works under different PIU included in the package. Consultant will have to establish his office at the hqrs. of designated PIU. However, Team Leader will be in constant touch with all the GM PIU included in the package.

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 contractual time limits.
 - f. Stopping and/or termination of the Contract for Works
 - g. Change in specification and deviation from approved drawing.

4. Scope of Consulting Services

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

4.1 Engineering and Administration

1. 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 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 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, 3%of the cost of such substandard work shall be recovered from the consultant. He will also not be paid consultancy fee for that defective part of the work. 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's 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 Bridge Engineer 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 Bridge Engineer	50%

These checks shall be made on every Bridge and approach road 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 Bridge Engineer but this does not prohibit TL from checking the measurement of the part checked by Bridge Engineer. 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 bridges 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.
11. Personally supervise load testing of bridge on completion.

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 work of Bridge projects 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. The qualification, experience and task assignment of the staff will be as per Annexure-II.

5.2 **The team members named in Technical Proposal will have to 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 18-24 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 for whole package	24 months
2	Bridge Engineer	One for 10 no. of Bridges (under one or more PIU)	24 months
3	Assistant Material Engineer	One for 10 no. of Bridges (under one or more PIU)	24 months
5	Field Engineer	One for two no. of Bridges (under one or more PIU)	24 months
6	Laboratory Assistant	One for ten no. of Bridges (under one or more PIU)	24 months
7	Junior & Administration Staff for each Package	Data Entry operator, One Office attendant etc.	As required

Vehicle

One Four wheeler to Team leader and one for each Bridge Engineer.

One Four wheeler to each AME.

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 to all team members charges for which should be included in the per month remuneration of the staff.

A Field Engineer will have to supervise work of two bridges at a time which may be located at different sites. He will have to make his own arrangements for movement. Expected expenses for the same should be included in his remuneration.

Consultant will have to provide furniture, computer, telephone with internet connection, stationary and other facilities in each field office (at designated PIU level) 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. Tour diary of Bridge Engineer & AME fortnightly Which should inter alia indicate the date of visit, name of Bridge, tests conducted and results thereof etc.**
 - IV. Tour diary of Team leader, which should inter alia indicate the date of visit, name of Bridge inspected etc.**
 - V. Final Report on the completion of services.
- 7.2 The commencement Report shall contain the details of all meetings held with the client and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Master Work Programme and Resource Mobilization for the Project.
- 7.3 The Progress Reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data of Contractor's plant and equipment. The broad scope of progress reporting is as given under:

Report on progress of work of each Bridge for each activity stating:

- Percentage progress of the activity;
- Deviation from the schedule:
- Status of the activity (critical, sub-critical):
- Status on material procurement and stock:
- Monthly summary of percentage progress of each Bridge: and
- 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-II. The team given in Technical Proposal will have to be deployed on the work. Replacement of Team members 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 forth with 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 making independent field tests by their/PIU staff. These equipments shall be the property of consultant and client shall not reimburse cost of these apparatus.

List of Apparatus the consultants have to possess

1. Sieve set for aggregate.
2. Balance (two pans) with weight box.
3. Measuring tapes, levels, scales.
4. Auto level & prismatic compass.
5. Elongation and flakiness index gauge.
6. Slump test apparatus
7. Relevant B.S., I.S. & I.R.C. Codes.

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

10. Performance Security: -

The amount of security deposit shall be 10% of the estimated consultancy fee. Consultant shall be required to submit **5% security at the time of agreement in the form of BG/FDR of scheduled commercial Bank pledged in favour of General Manager of designated PIU. Bank Guarantee should be in the format given in Annex-V. 5% amount shall be recovered from the running bills, 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. Performance security may be forfeited if consultants 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 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, 5th Floor, Block-II, Paryavas Bhawan, Bhopal, Madhya Pradesh on behalf of Madhya Pradesh, Rural Road Development Authority, Bhopal (M.P.) (hereinafter referred to as the “Client”) which expression shall where the context so admits, includes his successors in office and assigns on the one part, and _____

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

WHEREAS

- (a) The Client intends to carry out a 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 5th 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,
5th Floor, Block-II, Paryavas Bhawan, Bhopal.

Attention:

Chief Executive Officer, MPRRDA
5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.),

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

Consultants:

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

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

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

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

1.7 Location:

The services shall be performed at such locations as are specified in TOR/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, 5th Floor, Block-II, Paryavas Bhawan, Bhopal (M.P.)
Phone -0755 2430522

Or

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

For the Consultant: _____

[Fill up the blanks]

1.9 Taxes and Duties

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force 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 forth-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 form Tech-2 A (staffing schedule) 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 rate in percentage of project cost (i.e. Probable amount of contract as specified in the LOI) approved by the Client every month. The amount payable in a month shall be the percentage of work payment done in that month. (Remove next time dt. 11.09.2015)

6.4 Mode of Billing and Payment

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

- (a) Advance payment equal to 5 % of the contract amount shall be made against the Bank Guarantee by a Bank acceptable to the Client. Such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Annexure IV hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than the fifteen (15) days after the end of each calendar month, during the period of services, the consultant shall submit to Client in duplicate a itemized bill for payment supported by staff attendance sheet and proof of deployment of vehicles etc.
- (c) The Client shall cause the payment to the consultant periodically as given above within ten (10) days after the receipt by the Consultant' bills. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment.
- (d) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved as satisfactory by the Client.
- (e) All payments under this agreement shall be made by account payee cheque.

6.5 Recovery

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

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

7.2. Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 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 24 months unless any other time period parties may agree in writing.
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. 6.4(a) **Mobilization advance**
Interest free Mobilization advance equal to 5% of the contract amount will be granted against unconditional Bank Guarantee of a schedule commercial Bank. B.G. should be valid for a periods of 12 months. The advance shall be recovered in 10 monthly installments from the payments due to the consultant or by encashment of B.G. if sufficient payment is not due to the consultant. (Annex-IV)
8. 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.
9. **Para 3.2.1 of LOI-Financial Proposal – In their financial proposal, consultants should not include service tax but it should be shown separately otherwise it will be treated that financial proposal is inclusive of service tax also and no such tax will be paid separately.**

Package No. 1**Names of PIU and No. Bridges included in the package**

S.No.	Name of Nodal PIU	Name of PIU	Number of Bridges	Approx. Cost of Construction work (Rs. In lakh)
1	2	3	4	5
1	Indore	Indore	06	1434.64
3	Indore	Alirajpur	10	2862.66
4	Indore	Jhabua	08	2722.45
5	Indore	Dewas	07	1543.51
6	Indore	Ujjain	01	427.93
7	Indore	Ratlam	04	1262.11
Total			36	10253.30

Package No. 2**Names of PIU and No. Bridges included in the package**

S.No.	Name of Nodal PIU	Name of PIU	Number of Bridges	Approx. Cost of Construction work (Rs. In lakh)
1	2	3	4	5
1	Khargoon	Khargoon	09	2264.66
2	Khargoon	Burhanpur	05	968.33
3	Khargoon	Khandwa	14	3776.36
4	Khargoon	Barwani	03	431.07
5	Khargoon	Sendhwa	02	334.00
6	Khargoon	Dhar	03	647.95
Total			36	8422.37

Package No. 3**Names of PIU and No. Bridges included in the package**

S.No.	Name of Nodal PIU	Name of PIU	Number of Bridges	Approx. Cost of Construction work (Rs. In lakh)
1	2	3	4	5
1	Bhopal	Sagar	10	1909.26

2	Bhopal	Vidisha	02	587.41
3	Bhopal	Rajgarh	06	1062.22
4	Bhopal	Panna	02	518.40
5	Bhopal	Katni	01	239.26
6	Bhopal	Jabalpur	10	3186.46
7	Bhopal	Hoshangabad	01	202.40
8	Bhopal	Chhindwara	04	893.83
9	Bhopal	Betul	04	1820.72
Total			40	10419.96

Annexure-I contd....

Package No. 1
Package & District wise List of Bridges

S. No.	District	Block	Name of Road	Name of Bridge	Total Cost (In Lakhs)
1	2	3	4	5	6
1	INDORE	INDORE	PANOD BRIDGE 5000m	PANOD BRIDGE 5000m	158.08
2	INDORE	DEPALPUR	DOULATABAD TO RANGWASHA	DAULATABAD BRIDGE Ch. 5000 m.	121.05
3	INDORE	SANWER	KATKIYA BRIDGE 2150m	KATKIYA BRIDGE 2150m	413.11
4	INDORE	SANWER	DEPALPUR SANWER ROAD TO BIBIKHEDI	BIBIKHEDI BRIDGE Ch. 1600 m.	162.53
5	INDORE	SANWER	PUWARDIA BRIDGE Ch. 410 m.	PUWARDIA BRIDGE Ch. 410 m.	261.30
6	INDORE	DEPALPUR	DOULATABAD TO SHIVGARH	SHIVGARH BRIDGE Ch. 4650 m	318.58
7	Alirajpur	Katthiwada	Sumniyawat App. Road	High Level Bridge Across Sumniyawat River on Umrli Road Sumniyawat App. Road RD 2450 m	280.85
8	Alirajpur	Katthiwada	Alirajpur Mathwad Road to Phoolmal Road	High Level Bridge Across Nalla on Alirajpur-Mathwad Road to Phoolmal Road at Rd. 16.79 Km.	271.49
9	Alirajpur	Sondwa	Bakhatgarh Sakadi Road to Chhoti Gendra App. Road	High Level Bridge Across Nalla on Bakhatgarh-Sakadi Road to Chhoti Gendra at RD 450m	230.64
10	Alirajpur	Katthiwada	Bokadiya App. Road	High Level Bridge Across Sakadi River on Chanpur Village to Bokadiya App. Road at RD 1200m	266.95
11	Alirajpur	Sondwa	Bakhatgarh Sakadi Road to Chhoti Gendra App. Road	High Level Bridge Across Hukan River on Bakhatgarh-Sakadi Road to Chhoti Gendra at RD 100m	112.88
12	Alirajpur	Sondwa	Bakhatgarh Sakadi Road to Borwala	High Level Bridge Across Khamba River at RD 6110m	294.06
13	Alirajpur	Katthiwada	SH-26(Chanpur) to Akola	High Level Bridge Across NAKADA RIVER ON AKOLA APP. ROAD AT RD.-3900 M	320.4199
14	Alirajpur	Katthiwada	Chanpur Akola Road to Guda	High Level Bridge Across NAKADA RIVER ON CHANDPUR AKOLA ROAD TO GUDA AT RD.-900 M	329.11
15	Alirajpur	Katthiwada	SH-26(Khandwa-Baroda) Road to Sajanpur	High Level Bridge Across Local Nalla at rd 2000m	76.57

16	Alirajpur	Katthiwada	SH-26(Khandwa-Baroda) Road to Sajanpur	High Level Bridge Across Orsang River at RD 2950m	679.69
17	JHABUA	JHABUA	BHAGOR TO BAROD ROAD	SUBMERSIBLE BRIDGE ACROSS NEGDI RIVER ON BHAGOR TO BAROD ROAD AT RD.- 500 M	273.39
18	JHABUA	THANDALA	THANDLA KUSALGARH TO BEDWA	HIGH LEVEL BRIDGE ACROSS SUKHAD RIVER ON BEDWA APP. ROAD AT RD.-4000M	219.96
19	JHABUA	THANDALA	BAMNIYA TO TALAWADA ROAD	HIGH LEVEL BRIDGE ACROSS MAHI RIVER ON BAMNIYA TO TALAWADA ROAD AT RD.- 20.00 KM.	642.15
20	JHABUA	THANDALA	THANDLA LIMDI ROAD TO UDAYGANJ	HIGH LEVEL BRIDGE ACROSS SUKHAD RIVER ON THANDLA LIMDI ROAD TO UDAYGANJ AT RD.-4700M.	215.22
21	JHABUA	THANDALA	THANDLA KHAWASA ROAD TO MUNJAL	HIGH LEVEL BRIDGE ACROSS PADMAWATI RIVER ON THANDLA KHAWASA ROAD TO MUNJAL AT RD.-2500 M	281.99
22	JHABUA	THANDALA	BEDWA ROAD TO MADALDA	SUBMERSIBLE BRIDGE ACROSS SUKHAD RIVER ON BEDWA TO MADALDA ROAD AT RD.- 1400 M	328.90
23	JHABUA	MEGHNAGAR	MEGHNAGR MADRANI ROAD TO BISALPUR ROAD	HIGH LEVEL BRIDGE ACROSS ANAS RIVER ON APPROACH ROAD TO BISALPUR ROAD AT RD- 5200 M	345.52
24	JHABUA	MEGHNAGAR	DEDLA TO DEDLA FATA ON MEGHNAGAR PETLAWAD ROAD	SUBMERSIBLE BRIDGE ACROSS NEGDI RIVER ON DEDLA TO DEDLA FATA ROAD AT RD.- 1500M	415.34
25	Dewas	Kannod	Jinwani to Dehri	Khari River Bridge	184.78
26	Dewas	Kannod	Kanda to Beragara	Beragara Nalla Bridge	149.59
27	Dewas	Kannod	MDR to Bhandariya	Bridge on Chandrakeshar River	266.78
28	Dewas	Khategaon	SH-22 to Burada	Burada (on jamner river)	439.65
29	DEWAS	SONKATCH	BHOPAL ROAD TO PIPLIYA BAKSHU	PIPLIYA BAKSHU BRIDGE	156.23
30	DEWAS	DEWAS	BHOPAL ROAD TO JALODIA	JALODIA BRIDGE	265.84
31	Dewas	Khategaon	Kana Bujurg To Rajor (5.5 Mt wide bridge)	Sutia Khal	80.64
32	Ujjain	Ujjain	Ujjain Indore Raod to Jamalpura	Jamalpura	427.93
33	Ratlam	Bajna	Chikni to Devipada	Karan River	307.46
34	Ratlam	Jaora	Jaora Tal Rd to Lasudiyajangli	Local Nala (Lasudiya)	198.04
35	Ratlam	Bajna	Kundanpur to Sangesara	Telni River	196.12
36	Ratlam	Bajna	Raoti R.S. Rd to Naharpura	Mahi River	560.49

Package No. 2
Package & District wise List of Bridges

S. No.	District	Block	Name of Road	Name of Bridge	Total Cost (In Lakhs)
1	Khargone	Gogawa	Barud Devnaliya Road to Kotha Khurd	Submersible bridge across Budhya Nalla on Barud Devnaliya Road to Kotha Khurd	119.99
2	Khargone	Khargone	Dongargaon to Paniyadar	High level bridge across Borad River on Dongargaon to Paniyadar road at RD 1800 km.	242.47
3	Khargone	Bhagwanpura	Bhagyapura to Karhi	High level bridge across Rohini River on Bhagyapura to Karhi Road at RD. 165 m.	270.66
4	Khargone	Bhagwanpura	Pipaljhopa to Dharamपुर	High level bridge across Kunda Nalla on Pipaljhopa to Dharamपुर	700.71
5	Khargone	Gogawa	Bridge on Thibgaon to Dongargaon Road	BHANYAKHEDI RIVER ON TIBHGAON BUJURG TO DONGARGAON ROAD, MP.	169.3
6	Khargone	Zirniya	Approach Road to Harankundia	High level Bridge Across Gadgyam River on App. Road to Harankundiya AT RD-840 M	215.21
7	Khargone	Zirniya	Approach Road to Harankundia	High level Bridge Across Gadgyam River on App. Road to Harankundiya AT RD-1960 M	156.56
8	Khargone	Zirniya	Approach Road to Harankundia	High level Bridge Across Gadgyam River on App. Road to Harankundiya AT RD-6870 M	284.56
9	Khargone	Barwah	Khandwa Indore (SH-27) to Lohari	Submersible Bridge on Bakur River	105.20
10	BURHANPUR	KHAKNAR	BURHANPUR DHARANI ROAD TO BHAURAGHAT	HIGH LEVEL BRIDGE ACROSS JAMNIYA NALLA ON BURHANPUR DHARANI ROAD TO BHAURAGHAT AT RD.-1856M.	157.00
11	BURHANPUR	KHAKNAR	BURHANPUR DHARANI ROAD TO NANDKHEDA	HIGH LEVEL BRIDGE ACROSS TEL RIVER ON BURHANPUR DHARANI ROAD TO NANDKHEDA	263.69
12	BURHANPUR	KHAKNAR	TELIYADHAD TO TO RAMKEHDA BADIKHEDA	HIGH LEVEL BRIDGE ACROSS TELIYADHAD RIVER ON TELIYADHAD TO RAMKEHDA BADIKHEDA KALA ROAD	170.53
13	BURHANPUR	KHAKNAR	BURHANPUR DHARANI ROAD TO KHERKHEDA	HIGH LEVEL BRIDGE ACROSS TEL NALLA ON BURHANPUR DHARANI ROAD TO KHERKHEDA	219.69
14	Burhanpur	Burhanpur	MALVIR TO JAMBUPANI - BHAWSA ROAD	Bridge over River Amarabati on Malvir to Jambupani-Bhavs Road	157.43
15	Khandwa	Khandwa	Bhamgarh to Khandwa Ashapur Road	Bhamgarh Bridge	420.01
16	Khandwa	Khandwa	Teerandajpur to Khandwa	Laranpur Bridge	182.72
17	Khandwa	Pandhana	Khirala to Islampur	Sukta Bridge Near Islampur	203.12
18	Khandwa	Khalwa	Jamniya Sarsari to Pandliya	Submersible Bridge over Ghorapachhar River on Tigliya	330.23
19	Khandwa	Pandhana	Ardala Kala to Singot Dehriya Road	Sukta Bridge Near Ardala Kala	304.78
20	Khandwa	Khandwa	Khandwa road to Roshnai	High level bridge over awana river	244.43
21	Khandwa	Khandwa	Matpur to Kalmukhi	Submersible bridge over kaveri river kalmukhi	272.98
22	Khandwa	Khandwa	Tigriya to Khandwa	Awana Bridge Near Tigriya	345

23	Khandwa	KHALWA	JOGIBEDA TO BHAGWA	HIGH LEVEL BRIDGE ACROSS GANGAPAT RIVER ON JOGIBEDA TO BHAGWA AT RD. - 2750 M	268.59
24	Khandwa	KHALWA	DONGALI TO GADIYA KHEDI ROAD	HIGH LEVEL BRIDGE ACROSS GADRIA NALLA ON DONGALI TO GADIYA KHEDI ROAD AT RD.- 4950 M.	175.11
25	Khandwa	KHALWA	DEVALI KALA TO SAMESHWAR	SUBMERSIBLE BRIDGE ACROSS BHAMA RIVER ON DEVALI KALA TO SAMESHWAR RD.-7000M	249.32
26	Khandwa	PANDHANA	PANDHANA GHATNKHEDI ROAD TO KALANKA	HIGH LEVEL BRIDGE ACROSS NEGI RIVER ON PANDHANA GHATNKHEDI ROAD TO KALANKA AT RD. - 4450 M	227.62
27	Khandwa	KHANDWA	KHANDWA KALMUKHI ROAD TO KIRAGAON	HIGH LEVEL BRIDGE ACROSS NEGI RIVER ON KHANDWA KALMUKHI ROAD TO KIRGAON AT RD.- 4450 M.	208.98
28	Khandwa	KHANDWA	RAMPURA TO SINGOT MOD RAMPURA ROAD	HIGH LEVEL BRIDGE ACROSS BHAM RIVER ON RAMPURA TO SINGOT MOD RAMPURA ROAD AT RD. - 4500 M	343.47
29	Barwani	Barwani	Vazar to Kajalmata	Sidadi Bridge	168.74
30	Barwani	Barwani	Kajalmata to Mardai	Kajalmata Bridge	113.66
31	Barwani	Barwani	Kajalmata to Mardai	Mardai Bridge	148.67
32	Barwani	Sendhwa	Ramkola Phata to Ramkola	High level bridge across GOI river on Ramkola Phata to Ramkola Road at RD 1.95 KM	153.75
33	Barwani	Sendhwa	Goi Kabri to Pipaliyadeb	High level bridge across deb river on Goi kabri to Pipaliyadeb road At RD 2.2 KM	180.27
34	Dhar	Bagh	Bagh Narwali To Thana	Baghani	239.40
35	Dhar	Dahi	Dahi To Nisarapur	Kheda-1	304.17
36	Dhar	Dahi	Dahi To Nisarapur	Kheda-2	104.38

Annexure-I contd....

Package No. 3
Package & District wise List of Bridges

S. No.	District	Block	Name of Road	Name of Bridge	Total Cost (In Lakhs)
1	Sagar	Malthone	MDR Malthone Road to Surru	Katan Nalla Bridge at Village Patikheri	155.14
2	Sagar	Deori	Chandpura to Anantpura road	Kopra river at Village Anantpura	184.73
3	Sagar	Deori	Simariya Harara Kheda to Kakri Beri Khedi Road	Kopra river Bridge	220.35
4	Sagar	Kesli	Kesli to Maramadho Road	Sunar river Bridge	135.97
5	Sagar	Rehli	Samal Kheria to Semra Madho Road	Keith river Bridge	205.94
6	Sagar	Jaisinagar	NH-26 AGRA-MOODRA VIA GOSRA Road	Bebus River Bridge AT RD-2350 M	130.81
7	Sagar	Jaisinagar	SH-15 (Bamorighat) to Panari Road	Bebus River Bridge	232.05
8	Sagar	Rahatgarh	Basiya Bhanse to Dhagraniya Road	Dhasan River Bridge	220.30
9	Sagar	Rahatgarh	NH 86 to Semra Medha Road	Bina River Bridge	268.82
10	Sagar	Kesli	Sonepur to bankori Road	Sonar river Bridge	155.15
11	Vidisha	Basoda	Main Road to Bawli	Bridge on Khanwa riwar	407.91
12	Vidisha	Vidisha	Shayar to Khamkheda	Pathariya River Bridge	179.50
13	RAJGARH	RAJGARH	NH12 TO PADIYA	PADIYA BRIDGE	183.31

14	RAJGARH	SARANGPUR	MUNDLA LODHA TO KALAPIPAL	KALAPIPAL BRIDGE	261.13
15	RAJGARH	SARANGPUR	SARANGPUR TO SAIDA BAGH	SAIDABAGH BRIDGE	131.49
16	RAJGARH	RAJGARH	NH12 TO PADIYA	PADIYA BRIDGE	158.57
17	RAJGARH	BIAORA	NH-12 TO MALAWAR	MALAWAR BRIDGE	145.08
18	RAJGARH	BIAORA	BAGWAJ TO KAKRYA GURJAR	KAKRYA GURJAR	182.64
19	Jabalpur	Sihora	NH-7 to Agariya	NH-7 to Agariya (Local Nalla)	138.66
20	Jabalpur	Panagar	Vardhagat to Rithori	Vardhagat to Rithori (Pariyat-2)	190.10
21	Jabalpur	Jabalpur	Silwa to Khapagwari	Silwa to Khapagwari (Narrai Nalla)	180.10
22	Jabalpur	Sihora	Sihori Silondi road to Satdhara	Sihori Silondi road to Satdhara (Hiran-1)	357.30
23	Jabalpur	Jabalpur	NH-7 to Silua	NH-7 to Silua (Temar)	313.73
24	Jabalpur	Shahpura	Malakala Malaghat road to Pathoria	Malakala Malaghat road to Pathoria (Hiran-2)	577.88
25	Jabalpur	Panagar	Jabalpur to Purana	Jabalpur to Purana (Pariyat-1)	341.94
26	Jabalpur	Sihora	Khitoula pan to Umariya road to Padriyakala	Khitoula pan to Umariya road to Padriyakala (Belkund)	242.15
27	Jabalpur	Sihora	Khitoula pan to Umariya road to Kevlari	Khitoula pan to Umariya road to Kevlari (Hiran-3)	308.50
28	Jabalpur	Shahpura	Damankhameriya to Jamuniya	Damankhameriya to Jamuniya (Suner)	536.10
29	Panna	Ajaygarh	Majhgawan Jn. To Padaraha	Bariyarpur Dam up border canal services road (Majhgawan Jn. To Padraha)	267.88
30	Panna	Ajaygarh	Udaypur to Majhgyan	Bariyarpur Dam up border canal services road (Majhgawan to Udaypur)	250.52
31	Katni	Rithi	Bilheri to Barkheda	Bilheri to Barkheda (Bahuda)	239.26
32	Hoshangabad	Sohagpur	Sobhapur Machha road to Ajera	Submersible Box Culvert Chanage 4050 M On Sukhri/Paliya River	202.4
33	CHHINDWARA	AMARWARA	C.N.08 ROAD TO BANAMUKASA ROAD	HIGH LEVEL BRIDGE ACROSS RICHHAN RIVER ON C.N.08 ROAD TO BANAMUKASA ROAD AT RD- 1.80 KM	225.22
34	CHHINDWARA	AMARWARA	SH - 47 TO LAKHANWARA	HIGH LEVEL BRIDGE ACROSS TAWA RIVER ON SH 47 TO LAKHANWARA AT RD 9.80 KM .	211.11
35	CHHINDWARA	AMARWARA	SINGODI TO BABAI ROAD	HIGH LEVEL BRIDGE ACROSS GUNOUR RIVER ON SINGODI TO BABAI AT RD. 8.50 KM	238.98
36	CHHINDWARA	HARRAI	HARRAI TO CHIKHLA ROAD 3.60KM	HIGH LEVEL BRIDGE ACROSS SHAKKAR RIVER ON HARRAI TO CHIKHLA ROAD AT RD. 3.60KM	218.52
37	Betul	Bhimpur	Damjipura road to Jogli	High Level Bridge Across Tapti River on Damjipura Road to Jogli Road at Rd. 4.50 Km.	830.11
38	Betul	Bhimpur	Chohta popti to Ghogra	High Level Bridge Across Tapti River on Chohta popti to Ghogra Road at Rd. 3.700 Km.	576.552
39	Betul	Bhimpur	Mohada to Guruwa	Submersible Bridge across Chamil River on Mohada to Guruwa Road At. Rd. 1700 M	214.574
40	Betul	Bhimpur	Chohta popti to Ghogra	Submersible Bridge across Kursi river on Chohta popti to Ghogra Road At. Rd. 4850 M	199.49

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 Headquarters of the Team Leader shall be as decided by the client. He will keep GM, PIU concern informed of his tour programme.** The major tasks for the Team Leader shall include but not be limited to the following:

1. The Team Leader (TLDR) shall be over all responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with the client, CGM concerned and GM, PIU. 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. Establish Site Offices and assist in establishment of Laboratories;
3. Conduct monthly progress meetings with the GM, PIU and CGM concerned.
4. Scrutiny of Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Project Director.
5. Finalize foundation level in consultation with GM;
6. Assist the employer in settlement of any dispute between GM,PIU, contractor and RE relating to execution of work, deployment of staff, quality of work and handing over of site etc.
7. Liaison with the local authorities for shifting of Utilities, wherever required;
8. Frequently visit the work sites.
9. Evolve and implement quantity and quality Control procedures;
10. Scrutinize variation proposals and give his recommendations before submission to the employer for approval.
11. Personally supervise load testing of bridge on completion.
12. Prepare Project Completion Report;
13. Inspect all bridges 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.
14. Advising the Employer and GM, PIU in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.
15. Ensure testing of at least 10% material in his presence.

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 with a post graduate degree in structural Engineering (relaxable in case of highly experienced people). 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 20 years experience of Civil Engineering Works out of which 5 years in the field of bridge constrictions supervision as SE and above.
4. **The age of the candidate will not be more than 60 years, however, this age limit is relaxable up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.**

2. Bridge Engineer – (Refer Para 5.3.1 of TOR)

The Bridge Engineer shall be Project Manager responsible for the overall performance and administration of the Consultants Team under his charge at PIU level. The major tasks for the Bridge Engineer shall include but not be limited to the following:

1. Scrutiny of the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Project Director.
2. Assist the Employer in the Interpretation of provisions in the Contract documents and technical specification;
3. Assist the Employer in handing over the site and finalization of layout.
4. Liaisoning with the local authorities for shifting of Utilities, wherever required;
5. Modify and issue of detailed drawings to the Contractor;
6. Approve the working drawings prepared by the Contractor.
7. Regular supervision of works.
8. Other tasks as detailed in para-4 of TOR in consultation with team leader and GM PIU concerned.

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 with Post graduate degree in structural engineering (relaxable in case of highly experienced people). Higher qualifications and training in Construction Management/Quality Control of Works will be preferable;
2. Membership: Membership of a recognized Professional Society will be preferable;
3. Experience: should have a minimum of 15 years experience of Civil Engineering Works out of which 5 years in the field of Bridge Constructions/Supervision as EE and above. He must have completed construction of at least three major Bridges under his supervision during last five years, each valuing not less than Rs.2 crores.
4. **The age of the candidate will not be more than 60 years, however, this age limit is relaxable up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.**

4. Asstt. Materials Engineer (AME)

The Asstt. Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The major tasks shall include but not be limited to the following.

1. Assisting the Team leader and the Bridge Engineers with the setting up of field laboratories and training of the other member's, technicians in the testing and reporting procedures;
2. Monitoring Contractors' construction methods and adherence to environmental norms;
3. Review and acceptance of Quarry sites for aggregates, quarry spall, sand, borrow material etc.
4. Review and acceptance of test results for aggregates, quarry spall, sand borrow material etc;
5. Review and acceptance of test results for manufactured materials required for road and structure works such as steel, cement, bitumen etc;
6. 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;
7. Assist the TLDR and Bridge Engineer in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
8. Review and acceptance of mix design proposals for sub-base, base asphalt and concrete mixes;
9. Maintaining records of all test results and approvals or rejection of completed works;
10. Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
11. Verify manufacturers' certificates;
12. Ensure (i) preparation and approval of design mix before starting of work (ii) sampling of cubes/materials during execution of work (iii) testing of cubes as per time schedule.
13. He shall be responsible for maintaining all record relating to quality control tests.

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 experience (in case of a degree holder & 15 years in case of a diploma holder) in the field of highway and Bridge Construction and must have completed construction of at least three major Bridges as AME/Materials Engineer of the Construction Supervision Team.

Age: The age of AME should not be more than **60 years**, however, this age limit is relaxable up to **65 years** in case of **qualified, experienced candidates maintaining good health.**

5. Field Engineer (FE)

The Field Engineer (FE) shall be responsible to Bridge Engineer and Bridge Engineer shall define his task. He shall work directly under the supervision of Bridge Engineer. He shall be responsible for recording 100% measurements of all work at site and maintaining measurement books and other relevant record.

Other task will be as given in para-4 of TOR. The essential qualification and experience for the candidates are as under:

1. Education: should be a Graduate/Diploma holder in Civil Engineering from a recognized University/Institution.
2. Experience: should have a minimum of 3 years experience of execution of Bridge projects.
3. **Age of Field Engineer should not be more than 60 years.**

Evaluation criteria of Technical Proposal for selection of Consultant

S.No.	Particulars	Maximum Points
1	Qualification of Bidder form	200
2	Experts	700
	Team Leader (1) - 100	
	Bridge Engineer (4)* - 200	
	AME (4)* - 200	
	Field Engineer (8)* - 200	
3	Approach and Methodology	50
4	Understanding of objectives	50
Total		1000

Note1 -* Nos. given above are for submission of CV and evaluation of technical bid. However, actual deployment will as per table-1 below para-5.3.1 of TOR as required from time to time. CV of staff not submitted with technical proposal will be submitted for approval of the client before their deployment.

2- Consultants scoring less than 750 points in technical evolution will not be considered for opening of financial bids

Evolution Criteria for Bio-Data of Technical Experts -

Position	Max. Points	Name	A		B		C		Total Score (A+B+C)
			General Qualification		Project Related Experience		Full Time Professional staff		
			30%		65%		5%		
			Rating	Score	Rating	Score	Rating	Score	
TL	100								
Bridge Engineer (4)	50 for each								
AME (4)	50 for each								
Field Engineer (8)	25 for each								

Form of Bank Guarantee for Advance Payments

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

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

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

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

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

the time for performance of the agreement by the Consultant. The client shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner and either to enforce or to enforce any covenants, contained or implied, in the Agreement between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

Dated this _____ day of _____ 20_____ at _____ WITNESS

(Signature)

(Name)

(Official Address)

(Signature)

(Name)

Designation (with Bank stamp)
Attorney as per Power of

Dated _____

Attorney No _____

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

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

Form Tech. 1A

FIRM'S ORGANISATION AND STRUCTURE

1. Name of firm
2. Head Office Address
Telephone No.
Email address
Mobile number of contact person
3. Local/Regional Address (if any)
Telephone No.
Email address
Mobile number of contact person
4. Name of Proprietor/ Partners/ Managing Director
 - a.
 - b.
 - c.
5. Date of establishment/ Incorporation (Attached copy of registration)
6. Work executed in last 5 years./ Under progress/ (in the following formats)

S.No.	Name of Client With Address	Date of Agreement	Nature of Assignment	Duration	Consultancy Fee Receipt	Name and Telephone No. of Client Who May Be Contracted For Further Information

* Experience certificate issued by the client should be attached.

7. Financial turnover from civil engineering consultancy services during last 5 years.
8. Following documents should be furnished in support:
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
 - b. Details of works contractually Committed name of client, value, stipulated value by which work may be awarded and clients who may be contracted for further information.
 - c. Attach copy of experience certificates issued by client in support of experience.
8. Any other information relevant to the assignment.

FORM TECH. 1B

Consultant's Experience

Using the format below, provide information on each assignment for which your firm was legally contracted, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided.
Name of senior regular full time employees ¹ of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided in the assignment:	

Note: Consultant should highlight its similar experience in highway sector/road sector and rural road sectors.

FORM TECH.2

List of key personnel (By Name) with their CV in Form Tech.3 should be given in the following form (for each package separately)

S.No.	Position	Nos for each package	Name	Qualification	Experience of road/ Bridge works in no. of years
1	2	3	4	5	6
1	Team Leader	1			
2	Bridge Engineer	4			
3	AME	4			
4	Field Engineer	8			

Note-1. The above nos for each position are for submission of names and CVs for evolution of technical bid only. Consultant will have to deployed staff as per table-1 below pera 5.3.1 of TOR. There will be only one Team Leader for the each package.

2. CVs for the above staff members will be submitted in form Tech.3

FORM TECH.2-A

Staffing Schedule

List of personnel to be engaged by consultants for assignment in each package

Package no.

S.No.	Position	Name	Qualification	Experience of road/ Bridge works in no. of years
1	2	3	4	5

FORM TECH.3

FORMAT FOR CURRICULUM VITAE

Format for Curriculum Vitae (CV) for Proposed Key Personnel Proposed Position

- Name of Firm
- Name of Staff Member
- Profession
- Date of Birth
- Educational Qualification
- Nationality
- Years with Firm /Organization
- Membership of Professional Societies

Details of Tasks Assigned

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

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

*Please attaché certificate issued by employer in support of experience.

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).

Employment Record

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

Publications

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

Language

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

Certification

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

Date

Signature of
Expert

Signature and Seal of
Authorized Official
of the Firms

(Note: (I) The CV shall be signed by both the expert and the Authorized Officer of the Firm)

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		24	
2		Bridge Engineer	4	Month		24	
3		AME	4	Month		24	
4		FE	8	Month		24	
5		Lab Asstt.	4	Month		24	
6	Four-wheeler for TL	1 No.	1	Month		24	
7	Four-wheeler for Bridge Engineer and AME	1 No. for each	8	Month		24	
8	Office expenses and support staff	Lump sum *		Month		24	
Total							
+ Service Tax @.....							
Grand Total							

* 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:- 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.

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