



**PUBLIC WORKS DEPARTMENT**

**"REQUEST FOR PROPOSAL"**

**Consultancy Services for Construction, Supervision  
and Quality Control of Road Projects in different  
parts of Madhya Pradesh.**

**PACKAGE-2, JABALPUR**

**OFFICE OF THE CHIEF ENGINEER  
( CENTRAL ZONE) M.P. PWD, JABALPUR (M.P.)**

**OFFICE OF THE CHIEF ENGINEER  
PUBLIC WORKS DEPARTMENT, CENTRAL ZONE, JABALPUR (M.P.)**

No. ....

Date: .....

**NOTICE INVITING PROPOSALS FOR CONSTRUCTION SUPERVISION & QUALITY  
CONTROL CONSULTANT**

Madhya Pradesh Public Works Department intends to engage a Consultant under a single consultancy package for Supervision and Quality Control during the construction and performance guarantee period of the identified Road/Bridge Projects within the territorial jurisdiction of the Chief Engineers (PWD) stationed at Jabalpur, Rewa and Sagar. The Probable amount of Balance Civil Work is Rs.350.00 Crores. The Earnest Money Deposit (Bid Security) required for the Work is Rs.11.00 Lacs.

The firm will be selected under Quality and Cost Based Selection (QCBS) procedure described in the RFP. Detailed terms & conditions are mentioned in the tender document, which can be obtained from the office of the Chief Engineer Public Works Department, Central Zone, Jabalpur (M.P) by paying **Rs.. 25,000/- (Rupees twenty five thousand Only)** through demand draft/pay order of any nationalised bank in favour of Chief Engineer Public Works Department, Central Zone, Jabalpur (M.P) payable at Jabalpur during the office hours on or before **15.12.2011**.

The documents can also be obtained by post/courier upon written request accompanied by the requisite cost of the tender form and Rs 500/ as postal charges. However, M.P. PWD will not be responsible for any postal delay. The document can also be viewed from official website [www.mppwd.gov.in](http://www.mppwd.gov.in). However, for the purpose of participation in the bid, the document shall have to be purchased from the Office of **Chief Engineer Public Works Department, Central Zone, Jabalpur (M.P)**. In no case the bid submitted in downloaded document shall be entertained. A Pre-bid meeting shall be held on **04.12.2011 at 1130 hrs.** in the office of Engineer-in-Chief Public Works Department, **Bhopal** (M.P). All future clarification and corrigendum (s) shall be put on the official website. Duly filled in bid documents are to be submitted on or before **1500 hrs on 19.12.2011** and the bids received shall be opened on **same day at 1530 hrs.** The qualified bidders shall be intimated the date, time and venue of opening of the financial bids.

**CHIEF ENGINEER  
(Central Zone, Jabalpur)**

# **SECTION -1**

## **"Letter of Invitation"**

### SECTION 1 - LETTER OF INVITATION

1. Madhya Pradesh Public Works Department (MPPWD) is carrying out upgradation of certain Major District Roads and other works. MPPWD intends to engage a Consultant under a single consultancy for Supervision and Quality Control during the construction and performance guarantee period of the identified Road/Bridge Projects within the territorial jurisdiction of The Chief Engineers (PWD) stationed at Jabalpur, Rewa and Sagar.

S.No.	Territorial Jurisdiction	Probable Amount of Civil Work (INR in Cr.)
1	C.E. (Central Zone) Jabalpur	188.96
2	C.E. (Rewa Zone) Rewa	76.18
3	C.E. (Sagar Zone) Sagar	84.00

2. The project basically comprises up-gradation and strengthening of road projects with widening/reconstruction/overlay over existing surface with sub-grade /GSB /WMM /flexible pavement/rigid pavement, construction of bridges/culverts/elevated structures, construction of high embankment etc. including realignment and bypasses. The proposed construction work will involve use of modern equipments and construction practices.
3. MPPWD now invites proposals for a Supervision and Quality Control Consultancy of these road projects to provide the following Consulting Services:

Supervision of all the identified civil works under a single Consultancy as defined in attached Terms of Reference, administering as the 'Engineer' ensuring that the contractual clauses related to the quality and quantity are respected and that the works be executed in accordance with its provisions/specifications within the stipulated time for which engineering decisions be taken timely. The consultancy assignment extends to implementation of all items of works pertaining to the projects complete in all respects up to the end of defect liability period. More details on the Services are provided in the attached Terms of Reference.

4. A firm will be selected under Quality and Cost Based Selection (QCBS) procedure described in this RFP.
5. The RFP includes the following documents:
- Section 1 – Letter of Invitation
  - Section 2- Instruction to Consultant
  - Section 3 – Technical Proposal -Standard Forms
  - Section 4- Financial Proposal – Standard Forms
  - Section 5- Terms of Reference
  - Section 6- Draft Form of Contract

**Chief Engineer**  
**MPPWD Central Zone, Jabalpur**

# **SECTION -2**

## **"Instruction to Consultants"**

## SECTION 2 - INSTRUCTIONS TO CONSULTANTS

### 1. INTRODUCTION

- Definitions**
- (a) “Client” means the person who invited this Request for Proposal whose name is mentioned in the Data Sheet.
  - (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under this Contract.
  - (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (d) “Contractor” means the agency selected by the Client for executing the civil works.
  - (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
  - (f) “Day” means calendar day.
  - (g) “Government” means the Government of Madhya Pradesh.
  - (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
  - (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation.
  - (j) “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
  - (k) “Proposal” means the Technical Proposal and the Financial Proposal.
  - (l) “RFP” means the Request For Proposal prepared by the Client for the selection of Consultants.
  - (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- 1.1 The Client named in the “Data Sheet” will select a firm among those invited as per the Letter of Invitation in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit Technical Proposals and Financial Proposals for consulting services required for the Assignment named in the Data Sheet. The last date of sale of document is specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.
- 1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand

information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data sheet to arrange for their visit or to obtain additional information on the pre-proposed conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project and data reports at no cost to the consultant.
- 1.5 Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 1.6 The client requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
  - 1.6.1 A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project.
  - 1.6.2 A Consultant (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.
  - 1.6.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.7 It is the Client's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and
- (d) will have the right to require that, in contract, a provision be included requiring consultant to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Client.
- 1.8 The Consultant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Deleted.
- 1.10 The Data Sheet indicates how long Consultant's Proposals must remain valid after the submission date. During this period, Consultant shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultant to extend the validity period of their proposals. Consultant who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultant could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

## **2.0 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

**2.1** Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

**2.2** At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile or electronic mail to all invited consultant and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## **3. PREPARATION OF PROPOSAL**

**3.1** Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

### **3.1 A Earnest Money Deposit:**

The applicant shall have to deposit an Earnest Money Deposit of amount specified in the Data Sheet, in the form of Demand Draft of any nationalised bank/Scheduled Bank favouring the name mentioned in the Data Sheet. This should be kept in a separate envelop. If EMD is not found proper then the proposal shall be treated as non responsive and shall not be evaluated further and hence shall be rejected.

### **Technical Proposal**

**3.2** In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

**3.3** While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture, it may associate with other Consultants if so indicated in the Data Sheet. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture but subject to approval of the client.
- (ii) For assignments on a staff time basis, the estimated number of professional staff-months is given in the Data Sheet.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- (iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) must be submitted for each position.
- (v) Proposed professional staff must, as a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment
- (vi) Documents to be submitted by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3).

- (i) a brief description of the Consultants' organization and an outline of experience in last 5 financial years of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required (Section 3B). For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants must substantiate his experience by submitting the requisite experience certificate from the client. Experience certificate issued by the Principal Employer shall only be accepted.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D)
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) ***CVs originally signed in blue ink on each page by both the proposed professional staff and the authorized representative submitting the proposal along with the proof of age and qualification (Section 3F).*** Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments. ***Photocopy or***

***unsigned CV shall not be evaluated.*** If no CV is submitted for any position, then evaluation shall be done as zero for that position. **The CV's of only Key Experts including Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation.**

- (vi) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. (Section 3E and 3G)
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Financial detail mentioning Net worth, Turnover through consultancy business, etc, as required through format annexed in this regard.
- (ix) Any additional information requested in the Data Sheet

**3.5** ***The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.***

#### **Financial Proposal**

- 3.6** In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. ***The rates to be quoted shall be inclusive of all taxes, duties, cess, etc. excluding service tax.*** The rates are to be filled in Indian National Rupees only.
- 3.7** The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.

#### 4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. *Any such corrections must be initiated by the person or persons who sign(s) the Proposals.*
- 4.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in *original/notarized* is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the consultant should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original". If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 First envelop shall contain Earnest Money Deposit. The original and all copies of the **TECHNICAL PROPOSAL** shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the EMD, Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. *If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.* The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.5 After the dead line for submission of proposals the above outer envelop shall be opened and the envelop containing the EMD shall be opened first and if found in order the Technical Proposal shall be opened by the evaluation committee. The date and time of opening the Technical Proposal is specified in the Data Sheet. The Financial Proposal shall remain sealed and kept in deposit till the technical proposals are evaluated and then the financial offers of the technically qualified firms shall be publicly opened.

#### 5. PROPOSAL EVALUATION General

- 5.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to the request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No

change in the substance of the Technical Proposal or Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed and finalized.

#### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the Data Sheet. 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 5.4 The agency will have to secure minimum score in technical evaluation in order to qualify on technical grounds. The financial proposal of only of those agencies shall be opened, who are declared qualified on technical grounds. The date and time of opening of the financial proposal shall be informed separately to qualified agencies.

#### **Public Opening and Evaluation of financial Proposals; Ranking**

- 5.5 After the evaluation of quality is completed, the Client may notify those consultants whose proposals were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification may be sent by registered letter, courier, cable, telex, facsimile, or electronic mail.

- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 5.7 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that

indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law;

- 5.8 The Lowest Financial Proposal inclusive of all taxes (fm) will be given a financial Score (Sf) of 1000 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (TP= the weight given to the Technical Proposal); FP = the weight given to the Financial Proposal;  $TP + FP = 1$  indicated in the Data Sheet;  $S = S_t \times TP + S_f \times FP$ . The firm achieving the highest combined technical/financial score will be invited for negotiations.

## 6. NEGOTIATIONS

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. ***Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.***
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which will be signed by the Client and the Consultant.
- 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff; the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the

objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

## **7. AWARD OF CONTRACT**

- 7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants. Once the agreement is signed with the successful agency the EMD of unsuccessful agencies shall be refunded.
- 7.2 The firm is expected to commence the Assignment on the date and at the location as instructed by the client.

## **8. CONFIDENTIALITY**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

# **DATA SHEET**

## DATA SHEET

(This Section consists of provisions that are specific to and supplement the information or requirements included in Section – 2 Instruction to Consultants)

Clause Reference	Description
1.1	The name of the Client is : <b>Chief Engineer MPPWD Central Zone, Jabalpur</b>
1.1	The method of selection is: <b>Quality and Cost Based Selection (QCBS).</b>
1.2	Name of Assignment : <b>“Consultancy services for Construction Supervision and Quality Control of following Road Projects in different parts of Madhya Pradesh falling under the territorial jurisdictions of Chief Engineers PWD stationed at Jabalpur, Rewa and Sagar.”</b>
1.2	Last date of sale of document : <b>15.12.2011 upto 1730 hrs.</b>
1.3	Date, Time & Venue of pre-proposal conference : <b>Date : 04.12.2011 Time : 1130 hrs. Venue : O/o The Engineer-in-Chief, Public Works Department, Satpura Bhawan, Bhopal</b>
1.3	Contacting Person : <b>Chief Engineer Central Zone, Jabalpur</b>
1.4	Inputs provided by the Client are : <b>Copies of the Civil works contracts and design details of works</b>
1.8	The clauses on fraud and corruption in the contract are: <b>Sub-Clause 2.9.1 and 3.2 of G.C.C.</b>
1.10	The validity of proposal should be : <b>180 days after the date of submission.</b>
2.1	Last date of receipt of clarification : <b>10 days prior to submission date.</b>
2.1	Address for submission of clarification : <b>The C.E. Central Zone, Jabalpur</b>

3.1	The language in which the proposals should be submitted : <b>English</b>
3.1 A	The amount of Earnest Money : <b>Rs. 15.00 Lacs (Rupees Fifteen Lacs only)</b>
3.1 A	Name & Address to be mentioned on the EMD : <b>The C.E. Central Zone, Jabalpur Payable at : Jabalpur.</b>
3.3 (i)	<b>For Joint Venture, Maximum Number of Partners is limited to 2 (two) only.</b>
3.3 (ii)	The estimated number of professional staff required for supervision is enclosed at <b>Annexure-I</b>
3.3 (v)	Minimum required experience of proposed Professional staff is enclosed at <b>Annexure-II.</b>
3.7	The rates quoted under the financial proposal shall be inclusive of all statutory duties, taxes, levies, octroi, cess, etc. but excluding service tax. Consultants are requested to consult tax consultants for details.
4.3	Number of Copies required for Technical & Financial Proposal : <b>One Original Proposal and one copy of each.</b>
4.4	The proposal submission address is: <b>The C.E. Central Zone, Jabalpur</b> The information on the outer envelope should also include: <b>"PROPOSALS FOR CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION AND QUALITY CONTROL OF ROAD PROJECTS IN DIFFERENT PARTS OF MADHYA PRADESH- Pkg-2 Jabalpur".</b>
4.4	Last date and time of submission of proposal : <b>Date : 19.12.2011 Upto 1500 hrs.</b>
4.5	Date and time of opening of Technical Proposal: <b>Date: 19.12.2011 1530 hrs.</b>
5.3	Evaluation Criteria is enclosed at <b>Annexure-III</b>
5.3	Minimum Technical Score required for technical qualification : <b>A firm to be qualified in the technical evaluation shall have to attain a minimum technical score (St) of 750 marks (75% of 1000).</b>

5.8	<p>The formula for determining the financial scores is the following:</p> <p style="text-align: center;"><i><math>S_f = 1000 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the Capital price and <math>F</math> the price of the proposal under consideration</i></p> <p>The weights given to technical and Financial Proposals are:</p> <p>TP = 0.70 and</p> <p>FP = 0.30</p>
6.1	<p>The address for negotiation is:</p> <p style="text-align: center;"><b>The C.E. Central Zone, Jabalpur</b></p>
7.2	<p>The assignment is expected to commence <b>immediately after the award of contract or as directed by the Client</b> at the project sites located in the State of Madhya Pradesh.</p>

## ANNEXURE I

Number and Time period for which the key professionals and sub professionals are required for the SQC

TABLE – 1

Sn	Key Experts	Total
		Nos
01	Resident Engineer	5
02	Asstt. Engineer (Roads)	10
03	Assistant Engineer (Bridges)	2
04	Surveyor	5
05	Field Engineer/ Supervisor	25
06	Lab Technicians	15
07	Material Engineer	5
08	Quantity Surveyor	5

Note:

1. Services of Bridge engineer can be utilized in any of the projects as per requirement.
2. **Personnel mentioned at S.no. 1 shall only be evaluated in Technical Proposal.**
3. **Time input is not being given for these personnel as a number of projects are already in progress and are in various stages . The personnel as a general principle shall be required for a period ranging from 6 months to 18 months depending on the quantum of balance work. Scale of office assistants and office boys is not being given. These shall be employed by the consultant based on assessment of actual requirement.**

## Annexure-II

**BROAD QUALIFICATION AND EXPERIENCE REQUIREMENTS OF KEY EXPERTS**

Broad qualifications and experience of the key personnel and sub-professionals given below are clients' perception in respect of the specific requirement of the project. Consultants are advised to prepare the CVs of their proposed key personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements. The CVs should also highlight higher education, training and publication of technical papers etc., by the key personnel in the related field as well as their experience in providing training in the related fields. The CVs of the proposed personnel should reflect size of the project handled in terms of length / costs, duration for which services were provided, source of funding for the project, type of contract document used etc. Broadly speaking, qualification and experience higher than the minimum requirement will be given higher weightage. Similarly, the personnel's experience in services related to construction supervision will be given more weightage.

**Minimum qualification and experience of Technical Staff (Key Personnel)**

<b>TAB LE – 2S.N o.</b>	<b>Particulars</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1	Resident Engineer	Bachelors Degree in relevant area	15-20 years (10 years in road projects)
2	Assistant Engineer (Roads)	Bachelors Degree in relevant area	8-12 years (5 years in road projects)
3	Assistant engineer (Bridges)	Bachelors Degree in relevant area	5-10 years (4 years in Bridge projects)
4	Surveyor	Diploma in Civil Engineering/ Surveyor	5 years experience in road project
5	Field Engineer/ Supervisor	Bachelors Degree/ Diploma in Civil Engineering	5/10 years (3/7 years experience in road project)
6	Lab Technicians	Bachelors Degree Diploma in relevant area	5 years experience in road project
7	Material Engineer	Bachelors Degree in relevant area	8 Years experience in Road projects with 5 yrs experience in similar position
8	Quantity Surveyor	Bachelors Degree/ Diploma in Civil Engineering	8 Years experience in Road projects with 5 yrs experience in similar position

Note:

- 1. Maximum age limit for all Staff & Field Technical Staff is 60 Years.**

## ANNEXURE III

## Evaluation Criteria for Technical Proposal

Sn	Description	Points
I	Consultant's relevant experience in implementation and supervision of Construction/Improvements/Road Maintenance/Tolling contracts	200
II	The Approach and methodology proposed including Work Plan	100
III	Qualification and experience of the Proposed Key Personnel	700
	<b>Total</b>	<b>1000</b>

The weightage points given to evaluation sub-criteria for qualification and competence of key staff are:

	Weight (%)
General Qualification	20
Relevant Experience and Adequacy for the Assignment	75
Permanent Employment with the firm	5
<b>Total</b>	<b>100</b>

**I. CONSULTANT'S RELEVANT EXPERIENCE – 200 Points (Maximum)**

- The experience of the consultants in the specific field of Supervision of road projects of similar nature shall be considered. The minimum requirement for individual applicant or lead partner (in case of JV) shall be that it should have completed at least one Supervision and Quality Control Consultancy job of 200 KM of two lane/ intermediate road or equivalent in last 5 years. In case of Joint Venture, all members except lead member should fulfill 50% of the criteria mentioned for the lead partner. The experience certificate issued by the Principal Employer will only be considered.

**II. APPROACH AND METHODOLOGY (100 Points)**

**A. Understanding of Objectives (10 points)**

**Criteria:** General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

**B. Quality of Methodology (35 points)**

**Criteria:** The degree to which the consultant presented written methodology/approach addresses the requirements of the TOR.

**C. Innovativeness/Comments on Terms of Reference (10 points)**

**Criteria:** Suggestions, which could improve the quality of the project.

**Factors to consider:** Points will be given for workable suggestions proposed. No innovativeness will be given zero points.

**D. Work Program (20 points)**

**Criteria:** A work program showing graphical presentation of activities (bar chart); an organization chart showing the relationship of the Client, the Consultant and the Civil Works contractor.

**E. Personnel Schedule (15 points)**

**Criteria:** Relationship between required person-months and proposed work program.

**F. Counterpart Personnel and Facilities (5 points)**

**Criteria:** Requirement for counterpart personnel, office space, transportation, equipment and services.

**G. Proposal Presentation (5 points)**

**Criteria:** Clarity and ease of assessment of the entire proposal (including material presentation).

**III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: 700**

The weightage for various key staff are:

Sn	Name of the Position	Number	Points	Total Points
6	Resident Engineer	5	140	700
	<b>Total Points</b>			<b>700</b>

Note : The CV's of only Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation. **However the CVs of all other Key Personnel should be got approved before deployment.**

Expertise

**Criteria:** Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- (i) General experience such as academic qualification and the number of years of related experience: (20%)
- (ii) Project related experience based on the relevant projects implemented: (75%)
- (iii) Permanent Employment : (5 %) only if they have worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months.

**SECTION -3**  
**"Technical Proposal Standard**  
**Forms"**

**SECTION 3. TECHNICAL PROPOSAL STANDARD FORMS**

- 3A Technical Proposal submission form
- 3B Firm's references
- 3C Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Client.
- 3D Description of the methodology and work plan for performing the assignment
- 3E Team composition and task assignments
- 3F Format of Curriculum Vitae of proposed professional staff
- 3G Activity (work) schedule.

**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

FROM (Name of Firm)

To: (Name and Address of Client)

---



---



---



---



---



---

Sir/ ~~Madam~~:

**Subject:** Technical proposal for “**Construction Supervision and Quality Control of Road Projects under Package 2, Jabalpur**”

We, the undersigned, offer to provide the consulting services for **Construction Supervision and Quality Control of Road Projects under Package 2, Jabalpur** in accordance with your Request for Proposal dated (Date). We are hereby submitting our Proposal, which includes Technical Proposal and a Financial Proposal sealed under a separate envelope.


If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory  
Name and Title of Signatory:  
Name of Firm:  
Address:

**3B-FIRM'S REFERENCES**  
 Relevant Services Carried out in the Last Five Years  
**Which Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country with location:
Assignment Period :		Total No. of Professional Staff Provided For the Assignment:
Name of Employer :		Address with Telephone No. & Fax No.:
Actual Start Date (Month / Year)	Actual Completion Date (Month / Year)	Approx. Value of Services (In INR) :
No. of Staff Provided by the Firm:		No. of Staff Months Provided by the Firm:
Name of Association Firm(s) if any :		Address with Telephone No. & Fax No of the Association Firm.:
No. of Professional Staff provided by Associated Firm(s)		No. of Staff Months Provided by the Associated Firm:
Approx. Value of Services given by the Consultant (In INR) :		Approx. Value of Services given by the Associated Firm (In INR) :
<i>Name of Senior Staff (Project Director / Coordinator, Team Leader, etc.) of the consultant involved and functions performed:</i>		
Narrative Description of Project :		
Description of Actual Services Provided by the consultant's Staff :		

**Signature of Authorized Representative**

**(Certificate from Principal Employer regarding experience should be furnished)**

---

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

On the Terms of Reference

- 1
- 2
- 3
- 4
- 5

On the data, services and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

---

**CONSULTING FIRM's NAME:**

---

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS****1. Key Personnels:**

Sl.No.	Name	Position	Task
6		Resident Engineer(5)	

**2. Support Staff**

Sl.No.	Name	Position	Number	Task
1.		Asstt. Engineer (Roads)	10	
2		Assistant Engineer (Bridges)	2	
3		Surveyor	5	
4		Field Engineer/ Supervisor	25	
5		Lab Technicians	15	
6		Material Engineer	5	
7		Quantity Surveyor	5	

**3F. FORMAT OF CURRICULUM VITAE (CV)\*  
FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff; \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

Years with Current Firm/Entity \_\_\_\_\_

Membership in Professional Societies \_\_\_\_\_

Detailed Tasks Assigned \_\_\_\_\_ -

**Key Qualifications:**

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

**Education**

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended ,proof of degrees obtained and documentary evidence of age proof)*

**Employment Record**

*(Starting with present position, list in reverse order every employment held). List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding (World Bank, ADB, JBIC, UN etc.) for the projects handled, types of activities performed and client reference, where appropriate.)*

**Languages :**

*(For each language indicate proficiency – excellent, good fair or poor, in speaking reading and writing)*

**Summary of the CV**

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

## A) Education:

- i) Field of Graduation and year
- ii) Field of post graduation and year
- iii) Any other specific qualification

## B) Experience

Total experience in Road Project: \_\_\_\_\_ Yrs

Responsibilities held :

S.No.	Position Held	Period		Assignment period
		From	To	

**Undertaking :**

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. *Further I certify that I am available for the assignment and shall be willing to work for the client for the entire duration of the position. I have also not left any ongoing project of the client with out its approval and have not been debarred by the client in past.*

Date (Day/Month/Year) : \_\_\_\_\_

Signature of staff member  
**Full name of staff member**

authorized representative of the Firm  
 Full name of authorized representative

**3G. ACTIVITY (WORK) SCHEDULE****A Field Investigation and Study Items**

		<b>Monthwise Program (in form of Bar Chart)</b> <i>[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from the start of assignment]</i>											
<b>S.No.</b>	<b>Item of Activity(work)</b>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>

<b>Reports (for each civil contract package)</b>	<b>Frequency</b>
1. Monthly Progress report	Every month By 10 <sup>th</sup> of following Month (3 copies)
2. Quarterly Progress Report	Every Quarter By 20 <sup>th</sup> day of April, July, October and January (3 copies)
3. Supervision Manual	At commencement time (5 copies)
4. Engineering Report	Every month By 10 <sup>th</sup> of following month (3 copies)
5. Completion report	On completion of each construction packages (3 copies)
6. O & M Manual	On completion of each construction packages (5 copies)
7. Final Completion Report & CD	Once On completion of all packages (2copies)

**SECTION -4**  
**"Financial Proposal Standard**  
**Forms"**

**SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS**

- 4A Financial Proposal submission form
- 4B Summary of costs
- 4C Breakup of Costs.

**4A. FINANCIAL PROPOSAL SUBMISSION FORM***(Location, Date)*

FROM (Name of Firm)

To: (Name and Address of Client)

**Subject: Financial Proposal for Consultancy services for Supervision and Quality Control of PWD road Projects under Pkg-2 Jabalpur.**

We, the undersigned offer to provide the Consultancy services for **Supervision and Quality Control of Road Projects under Package 2, Jabalpur** in accordance with your Request for Proposal dated (Date) and our proposal (technical & financial). Our attached financial proposal is for the sum, of [Amount in words and figures]. This amount is inclusive of all taxes (**excluding Service Tax**).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date]

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". No commission or gratuity of any kind is included in the proposal as it is not allowed. Our total financial quote for this job is as under:

Particular	Amount in figure(Rs)	Amount in words
Total cost including all taxes, duties, cess, etc. excluding service tax.		

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signature  
Name and Title of Signatory:  
Name of Firm:  
Address:

**4B. SUMMARY OF COSTS**

No.	Description	Amount in figures (in INR)	Amount in words (in INR)
I	Remuneration for key professional Staff		
II	Supporting professional Staff		
III	Other incidental Expenses		
	<b>Subtotal (Net of taxes)</b>		
Local Taxes and Duties	Tax payable in India on fees for technical services provided by consultants, including duties on equipment imported as defined in Clause 1.10 of SCC  (All types of taxes are to be quantified. It is the duty of the consultant to enquire about all types of taxes, duties, levies etc. leviable on this contract assignment)		
	<b>TOTAL COSTS (Including all Taxes but excluding Service Tax)</b>		

Note: The Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in format 4C is to facilitate negotiations in accordance with clause 6 of the Information to Consultants.

(Signature of Authorised Signatory)

**4C BREAKUP OF COSTS****I. REMUNERATION FOR KEY PROFESSIONAL STAFF**

No.	Position	Name	Rate per month (in INR)	Man Month	Amount (in INR)
	<b><u>Key Professional Staff</u></b>				
1.	Resident Engineer 1			18	
2.	Resident Engineer 2			18	
3.	Resident Engineer 3			18	
4.	Resident Engineer 4			18	
5.	Resident Engineer 5			18	
	Sub total for <b>Key Professional staff</b>				

**Signature of Authorised Signatory**

**II. Other Support Professional Staff**

No.	Position	Rate (in INR)	Staff Month	Amount (in INR)
1.	Asstt. Engineer (Roads)		10 x 18	
2	Material Engineer		5 x 18	
3	Assistant Engineer (Bridges)		2 x 18	
4	Quantity Surveyor		5 x 18	
5	Surveyor		5 x 18	
6	Field Engineer/ Supervisor		25x 18	
8.	Lab Technicians		15 x 18	
	<b>Sub total for other Support Professional Staff</b>			
	<b>Total I + II</b>			

**Note:**

**The name and CVs of Support Professional Staff as mentioned above is to be submitted within 15 days of signing of the agreement.**

**The time input as shown above is tentative and is only for the evaluation purposes. However the requirement of the input may vary depending on the actual requirement and/or as directed by the employer.**

**III. Other Incidental expenses**

The consultant will have to maintain offices for the Resident Engineers. These offices will be fully equipped with furniture\*, office equipment\*\*, electricity, other equipments necessary for site and required for executing the job, water supplies, vehicles for office and field visits, office support staff, all traveling expenses of all personnel, stationery required for regular office use, reporting, documentation etc. The consultant shall give a monthly rate for the different offices/items as under, which will include all expenses detailed above.

Sn	Name of the office	No of months	Rate per month in (INR)	Amount (in INR)
1	Quality Control Lab	3x18		
2	Resident Engineer's Office	3x 18		
3	Four wheeler rental	17x18		
4	Two wheeler rental	25x18		
5	Mobile testing van with equipments	3x18		
6	Other charges not itemized	LS		

*\* Office furniture rental shall comprise to run the consultant's office items like desks, chairs, computer table, cupboards, filing cabinet, meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted. Q/C Labs shall be established by the consultant which shall have all modern equipments for testing of works under respective REs.*

*\*\* Office equipments rental shall comprise to run consultant's office items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted.*

**Form in which bills for monthly payment are to be presented**

		No./ Lumpsum	Rate in (INR)	Amount (in INR)
<b>I.</b>	<b>Remuneration for key professional Staff</b>			
<b>II</b>	<b>Supporting professional Staff</b>			
<b>III</b>	<b>Other Incidental expenses</b>			
<b>Total</b>				
<b>Minus Advance Repayment</b>				
<b>Total Payment due</b>				
<b>ACCUMULATED TOTAL</b>				

(Signature of Authorised Person)

# **SECTION -5**

## **"Terms of Reference (TOR)"**

## **Section-5 : Terms of Reference**

### **1. BACKGROUND**

- 1.1 The Client named in the Data Sheet has taken up upgradation, strengthening and rehabilitation of road projects mentioned in the Data Sheet in different parts of Madhya Pradesh. These road projects will be supervised by the Consultants on behalf of the Client under a single consultancy. The Client intends to engage Consultants for supervision and quality control consultancy for these road projects.

The project basically comprises up-gradation and construction of road projects with flexible pavement, flexible overlay over the existing pavement after widening, construction of bridges and culverts, construction of high embankment/elevated structures etc. along the existing highways including realignment and bypasses. The proposed construction work will involve use of modern equipments and construction practices.

- 1.2. It is proposed to engage highly qualified consultants with proven relevant experience in implementing the projects of similar nature and size, for the supervision of proposed civil works. The proposed construction technology involves use of latest machinery and equipment and it is expected of the consultants that the experts to be deployed have proven National/International experience of handling such construction works **particularly flexible pavement roads**.
- 1.3 The Client will be the Employer and Executing Agency of this project.

### **2. WORKS**

- 2.1 The civil works proposed involves construction of Flexible Pavements in the main carriageway. This work also involves construction of bridges, high embankments in Bridge approaches. The supervision consultancy packages will handle all civil construction contracts.
- 2.2 The consultants are expected to reflect the requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology. ***Broadly the supervision construction work programme shall require working as per requirement of civil work .***
- 2.3 Broadly speaking, the works would consist of the following activities, in addition to the details of construction of pavement etc. as mentioned above.
- (i) Embankment, sub grade, Sub base, base, concrete pavement and/or bituminous pavement.
  - (ii) Widening along the existing Roads .
  - (iii) Traffic safety features;
  - (iv) Road signs and road markings;
  - (v) Cross drainage structures;

- (vi) Maintenance of existing stretches during construction period.
- (vii) Environmental mitigation measures etc.
- (viii) Ensuring smooth and safe flow of existing traffic during construction

### **3. PROPOSED CONSULTANCY ARRANGEMENT**

- 3.1** The civil construction contracts have been clubbed under One Supervision consultancy package as indicated in the LOI.
- 3.2** Under the proposed arrangement supervision consultant will be required to create RE offices and laboratories, located at mutually agreed places as per the requirement. At field formation, the Field Engineers will be deployed separately for each of the construction package, to carry out the day-to-day supervision of works as well as quality control testing etc..
- 3.3** The consultant may associate, if they like, with other consultants to enhance their capability/capacities. The majority of the experts should, however, be the permanent employees of the consultants.

### **4. OBJECTIVES**

- 4.1** The objectives of the consultants' services are:
- (i) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering design, technical specifications and other contract documents within the stipulated time period
  - (ii) To demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work.

### **5. CONTRACT MANAGEMENT FRAMEWORK**

- 5.1** A Contract Management Framework (CMF) will govern the execution of works. The main features of CMF are described below:
- (i) To administer the contracts, the Client will be the Employer. The Chief Engineer, mentioned in the data sheet will be the overall in-charge of package. The respective Executing Engineers shall be in charge of the civil contract/s within their jurisdiction who shall be supported by SDOs and Sub Engineers of PWD. The EE shall be working as the client's representative.
  - (ii) The EE incharge will define/re-define the objectives of the project, ensure the efficient procurement of works and guarantee that the execution of sub project (s) is within the scope defined in especially on variations in work quantities on additional items of work, on change in scope of work, etc. The EE will interact with all the external Departments in matters relating to administration and monitoring of project implementation as per the requirements. In discharge of this function, the EE will be assisted at field formation by his sub-ordinates and the supervision consultants.

- (iii) The EE will have authority to give directions to the Supervising Consultant in all routine matters related to the contract management/administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, to examine the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants. The Supervision Consultants shall duly consider his suggestions/directions and in case of any differences both the Supervision Consultants and EE shall send their independent point of view to the concerned Chief Engineer for decision-making. The decision of the CE will be finally implemented. Both the EE and Supervision Consultants shall interact with each other on regular basis and EE will take prompt decisions as required in routine technical and contractual matters. All communications/ directions to the Supervision Consultants shall be made by EE except in the absence of EE, when such duties will be discharged by a technical officer of duly authorized for this purpose.
- (iv) The Supervision Consultant will be a part of the C.M.F. and will assist the Employer in all matters pertaining to contract management, as required.
- (v) *The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor.*

## 6. THE CONSULTANT

- 6.1 Client in its role as “Employer” will employ qualified consultant meeting the National standards, to undertake supervision and contract management of the proposed construction works. The Consultants’ firm so selected shall nominate a person to be the “Engineer’s Representative”. For routine responsibilities the respective REs shall be treated as the Engineer's representatives for the related works.
- 6.1 The supervision team will be composed of highly qualified and experienced key experts. The indicative qualification and experience criteria are furnished in **Annex-II** and the proposed aggregate man-months in **Annexure-I**. The criteria indicated are for the guidance of the consultants. The relevant professional experience means, the actual experience in the concerned area of expertise on similar nature highway projects. The quality of experience will be given due weightage during technical evaluation.
- 6.2 The consultants are required to develop the proper understanding of the project design and drawings.

- 6.3 The dates of actual deployment of some experts not provided on full time basis shall be regulated by the Employer on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.
- 6.4 The suggestive qualification experience for support personnel (Technical) as indicated in **Annex –II** shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the employer will be required before the deployment.
- 6.5 Only REs are to be considered for the purpose of technical evaluation. Consultants are therefore advised to field truly competent and experienced experts at these positions.
- 6.6 The Consultant is required to review all the designs & drawings and prepare & issue to the contractor the revised design and drawings for execution, if so required.

## **7. DUTIES AND RESPONSIBILITIES OF THE ENGINEER**

- 7.1 The ‘Engineer’ as per contract document is the party as stipulated in the “Appendix to Bid” of the contract document. The ‘Engineer’ as such is the consulting firm finally engaged by the employer. The consultant is, however, required to appoint a person to act as the “Engineer’s Representative”. The consultant shall delegate the responsibilities to this person to work and act on behalf of the firm to carry out most of the functions related to the project.
- 7.2 The duties of the ‘Engineer’ will be to properly supervise the works and approve the materials and workmanship of the works in cooperation and in consultation with the Employer to ensure timely completion of the project. The Engineer will administer the construction works contracts and will ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The ‘Engineer’ shall have no authority to relieve the contractors of any of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue of decisions, certificates and orders as specified in details in the construction contract documents.
- 7.2.1 Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following. In case of any disparity, the stipulations made in the civil construction contract documents will prevail in the order of precedence mentioned therein.
- (i) to approve the Contractor’s key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor
  - (ii) to approve the contractor’s work program including activity scheduling and resource programming
  - (iii) give the order to commence the work;
  - (iv) ensure that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulation of

construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor's construction equipment and other resource deployment

- (v) to approve setting out of the works
- (vi) to verify and if necessary order correction of the as –staked drawings supplied by the Contractor
- (vii) ensure a system of Quality Assurance of works, approve materials and sources of materials, review all bituminous mix designs and concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item
- (viii) check the laboratory and field tests carried out by the contractor and develop a mechanism in consultation with Employer to involve RE to carry out adequate number of independent tests other than the regular testing done by laboratory personnel
- (ix) order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required
- (x) to assist in measurement of works and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contact documents
- (xi)
  - a. Approve and/or issue good for construction drawings including variations thereof.
  - b. Prepare/issue modified good for construction drawings based on the initial review conducted by the consultant and amendments agreed to by the Employer.
  - c. Prepare/issue modified good for construction drawings required for any variation order, or any other change, agreed to by the Employer.
- (xii) to control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works.
- (xiii) to monitor and check the day to day quality control and quantity measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and assist the employer in issuance of monthly/interim payment certificates ensuring that the quality of the works is satisfactory and the quantities are correct;
- (xiv) to direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;

- (xv) to direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property
- (xvi) to direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations
- (xvii) to inspect the works, during the construction period and at proper interval during the Defects Liability Period and to issue Defects Liability Certificates after the rectification, by the Contractor, of possible defects and assist the employer in issuance of final payment certificates
- (xviii) to verify and correct the as-built drawings supplied by the Contractor
- (xix) to direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved programme of the contractor on monthly basis;
- (xx) to provide adequate Supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractor(s);
- (xxi) to ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the employer in this regard;
- (xxii) responsibility for maintaining smooth flow of existing traffic on concerned State Highways.
- (xxiii) Provide assistance to the employer in respect of contract implementation, claims and other matters;
- (xxiv) Advise and assist the employer with respect to arbitration, litigation if so required;
- (xxv) Review and ensure continuity of contractor's services in approved formats
- (xxvi) Prepare quarterly cash flow for the project in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work.
- (xxvii) Update cost estimate each year or at quarterly completion (25 percent, 50 percent, 75 percent and 100 percent) of the project whichever takes place early;
- (xxviii) Maintain records of all plan labour and material used in the construction of the works.

7.2.2 The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited, the following:

- (i) to prepare, in consultation with the Employer, a Construction Supervision Manual outlining routines and procedures to be applied in contract

management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.

- (ii) assist/advise Employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule
- (iii) to verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of the employer
- (iv) assist Employer in proper monitoring/progress of works and implementation of project through computer aided project management technique and Management Information System (MIS)
- (v) to write a day by day project diary which shall record all events pertaining to the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works.
- (vi) prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report
- (vii) to advise the Employer on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration
- (viii) to prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds
- (ix) to assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period
- (x) prepare a maintenance manual, outline the routines to be adopted in each specific reach and for the C.D. works and bridges
- (xi) assist the Employer in providing clarifications/explanations to observations made, from time to time, by the Auditor
- (xii) online Entries on the MIS System of the Client as per the requirement**
- (xiii) assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project
- (xiv) preparation of revised estimate etc., if required
- (xv) modification in design and drawings vide details in para 7.2.1 above
- (xvi) to carry out any other duties relevant to the project agreed during the negotiations
- (xvii) Consultant shall review the independent safety Audit and incorporate feasible minor modifications in final drawings & BOQ.

**(xviii) *Review of design and good for construction drawings prepared by the DPR consultants and preparation of evaluation report of the design work for submission to the employer.***

## **8. ACTION REQUIRING SPECIFIC APPROVAL OF THE EMPLOYER**

8.1 The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in construction Contract Agreement

### **8.2 *The Engineer will seek prior permission of the Employer before taking any of the following actions***

- (i) Consenting to the subcontracting of any part of the works
- (ii) Certifying additional cost determined
- (iii) Ordering suspension of work
- (iv) Issuing the Notice to commence the work
- (v) Approving an extension of time.
- (vi) Issuing a variation except if such variation would be within the limits as indicated in the civil contract document.
- (vii) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract;
- (viii) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price
- (ix) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work including those for geotextile/modified bitumen etc.

## **9. DUTIES AND RESPONSIBILITIES OF THE RESIDENT ENGINEER**

9.1 Each Resident Engineer shall be in charge of certain set of civil works which shall be controlled at the clients level by various EEs. As such the RE shall be required to interact with various EEs for supervision of works under him. The Resident Engineers in absence of any instructions to the contrary shall act as the Engineer's representative for the related works.

## **10. INTERIM AND FINAL PAYMENTS**

10 The Supervision Consultant will assist the employer in processing interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision Consultants following claims filed by the Contractor. The Engineer/Engineer's Representative will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be taken

by the Engineer's Quantity Surveyors or any senior Technical staff along with the clients staff. In processing contractual payments, the Resident Engineer will certify that they have checked at least 10% of the measurements and quality control tests. The Resident Engineer shall intimate the details of these check tests to the EE before undertaking them, so that the EE or his officers could associate, if they wish to do so. The Resident Engineer or any of his concerned experts shall do the repeat tests or measurements, if directed by the EE, in his presence or in presence of any of his representative.

## **11 LIKELY ADDITIONAL SERVICE**

11.1 The consultants may be required to carry out the following in the event of the contingencies arising for them on the request of the employer as per terms negotiated then. No financial cost should be provided against them in the present financial proposal. The events are:

- (i) preparation of reports or additional contract documents for consideration of proposals for carrying out additional work;
- (ii) any other specialist services by the Engineer or by other specialists, pertaining to the works contract supervised by the consultant as may be agreed upon

## **12. REPORTING REQUIREMENTS**

12.1 The consultant will prepare and submit the following reports in hard and soft copies to the Employer on the format prepared by the consultants and as approved by the Employer.

<b>Particulars of the Report</b>	<b>No. of Copies</b>
1) Monthly Progress Reports	3
2) Quarterly Progress reports	3
3) Completion Reports of each package	3
4) Final Completion Report with CD	2

## **12.2 MONTHLY REPORTS**

12.2.1 The Engineer will, no later than 10<sup>th</sup> of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for on going road and bridge works, outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation.

### 12.3 QUARTERLY PROGRESS REPORTS

12.3.1 The engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan (by Bank and the Government) and other relevant information for the ongoing contracts. The Construction Supervision Consultant shall also prepare and submit the following reports (hard & soft copies) from time to time to the client.

S.No.	Description	Number	Copies
1	Supervision Manual	1	5
3	Engineering Reports and	1	5
4.	O&M Manual	1	5

### 12.4 SECTIONAL AND FINAL COMPLETION REPORTS

12.4.1 The Engineer will prepare a comprehensive final Completion Report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.

### 13. EXPECTED INPUTS

- 13.1 The consultants are required to make their own assessment of the manpower requirement in terms of man months for different category of persons proposed to be deployed to carry out the supervisions works as envisaged in this TOR. The consultants shall deliberate on this aspect in their proposed methodology to be submitted to the Employer suitably explaining any difference of opinion with the Employer perception about them as reflected in Annexure I & II.
- 13.2 In case of very low assessment of the man months estimates done by the consultants without reasonable justification, then the Employer at their discretion may consider the proposal as impractical and may reject the same as non responsive.

- 13.3 13.3 Consultants are required to furnish CVs of the key experts as mentioned in Annexure-III. CVs of these Key experts only will be evaluated.

**Field Support Staff (Technical) as per Table-3 of Annexure-II excluding Resident Engineer**

(CVs of these staff are not required to be submitted but only the number and man-months of such staff need to be indicated in the technical proposal. The cost in respect of these personnel is required to be provided in the financial proposal).

**14. STAFFING SCHEDULE**

- 14.1 The total implementation period will be the construction period for all contract packages. However it is clarified that most of the projects are in various stages of execution and the consultant shall have a lateral entry for supervision of these partially completed/ not started works. Therefore the requirement of field staff and their input may vary from time to time. Consultant may be asked to provide more staff or to reduce the staff as per the actual requirement as determined by the client. Similarly additional works may also be included in this assignment for which the consultant may be asked to provide additional staff at unit rates mentioned in their financial proposal. The site supervision team would be mobilized immediately after the award of contract or as directed by the Employer. During the defect liability period, the the consultant may be required to inspect the works and submit report to the employer.
- 14.2 The consultant may propose the various categories of technical and administrative support staff and the corresponding man-months requirements. Man-months requirements for each category as proposed by the consultant will generally be considered as ceiling for each category which may be extended with prior approval of the client.
- 14.3 After award of the contract the Client expects all of the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the Consultant will ensure that there is a reasonable overlap of **at least one month** between the staff to be replaced and replacement, at the cost of the consultant.
- 14.4 The client may ask for mobilization or demobilization of some key personnel with one-month prior notice as per requirement and progress of civil work.

**15. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

- 15.1 **THE CONSULTANTS ARE REQUIRED TO QUOTE THEIR RATES FOR OTHER INCIDENTAL EXPENSES ON MONTHLY BASIS FOR PROVIDING THE FOLLOWING FOR THEIR OWN USE: The details mentioned below is minimum what is required to be deployed by the consultant:**

- (i) All Office Expenses (8 office of Resident Engineer at respective Project Sites) shall be on monthly hire basis.

- (ii) Total number of minimum 24 Vehicle (hard top jeep) Three for each RE offices and 40 number of two wheelers inclusive of hire charges diesel / Petrol, wages of driver, maintenance etc.
  - (iii) Computers in RE offices and labs with latest configuration along with all latest compatible software as per requirement of the client.
  - (iv) Latest equipments in labs for conducting tests on all items of works as per the specifications along with survey equipment to regulate the quality of construction on hire basis per office
  - (v) The rental for running the office which is to be included in the other incidental expenses shall comprise to run the consultant's office items like desks, chairs, computer table, cupboards, filing cabinet, meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted.
  - (vi) The rental for deployment of office equipments which is to be included in the other incidental expenses shall comprise to run consultant's office items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted. Cost of all consumables in the office like stationary, printing cartridges etc along with remuneration of all support staff required for the assignment and not included in the financial proposal separately should be included in the other incidental expenses. Consultants may quote these items additionally also as the requirement shown in the document is the minimum requirement and consultants are free to propose additional input of staff for satisfactory execution of the assignment.
- 15.2 The cost for all these items will be included in the financial proposal and shall be considered for evaluation.
16. The quality control laboratory for performing various types of tests shall be arranged by the Contractor including the testing personnel. However the consultant is required to set up a full scale laboratory along with mobile testing van in each of the RE jurisdiction. Employer will provide to the consultants the copies of all the project reports including design and drawings and relevant databases collected by the design consultants.
18. **TRAINING**
- 18.1 Deleted.
19. **DEFICIENCIES OF SERVICES**
- Deficiencies in the services on part of supervision consultants may attract penal provisions in the form of fines, upto a maximum amount of 5% of contract price and/or debarment etc. by the client Sample deficiencies may include but are not limited to-*
- *Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates etc*

- *Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.*
- *Failure to give proper and timely advice to client/contractor to enable correction during execution*
- *Delay in design and withholding approvals etc*
- *Recommending extension to the contractor with a view to extending duration of supervision services*
- *Refusing to give reasons for decisions when called for by the client*
- *Not being fully conversant with manuals, specifications, standards, Client's/Ministry's guidelines and requirement of the project to be followed during construction*
- *Certifying substandard work for payment*
- *Not exercising required scrutiny/non approval of temporary stretch/works*
- *Lack of proper coordination with contractors and Client's representative to ensure smooth implementation of projects*
- *Permitting subletting of any part/major works without authorization*
- *Delay in mobilization of required staff at any stage of the contract.*

## 20. **PERFORMANCE SECURITY**

*Supervision Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5.00% of the accepted supervision consultancy cost towards Performance Security. The validity of the Bank Guarantee (s) shall cover entire duration of consultancy period plus 12 months (Defect liability Period). The format of the Bank Guarantee (s) shall be got approved by the consultant from Employer. The Bank Guarantee (s) shall be released after satisfactory completion of the assignment.*

## 21. **CONSULTANTS PROPOSAL SUBMISSION**

- 21.1 The TOR is prepared to address all the road projects in a general way. **The consultants are advised to understand fully the specific requirements of the supervision consultancy of respective works.** The consultants are also advised to inspect the concerned project stretch and acquaint themselves with the ground realities.
- 21.2 The consultant submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project stretch requirements. All specific issues for which references have been made in the various paras of this TOR should be addressed effectively. General nature descriptions should be avoided.

**SECTION -6**  
**"Draft Form of Contract"**

RFP

MPPWD

CONTRACT FOR CONSULTANT'S SERVICES

Between

---

(Name of Client)

And

---

(Name of Consultant)

Dated:

# This is a draft Contract for Consultancy Services. In case of any ambiguity, the provisions of TOR / RFP will prevail while framing the Contract Agreement.

## CONTENTS

I.	FORM OF CONTRACT .....	55
II	GENERAL CONDITIONS OF CONTRACT .....	57
1.	General Provisions .....	57
1.1	Definitions	57
1.2	Relation between the Parties	57
1.3	Law Governing the Contract	57
1.4	Language	58
1.5	Headings	58
1.6	Notices	58
1.7	Location	58
1.8	Authority of Member in charge	58
1.9	Authorized Representatives	58
1.10	Taxes and Duties	58
2.	Commencement, Completion, Modification, and Termination of Contract.....	58
2.1	Effectiveness of Contract	58
2.2	Termination of Contract for Failure to Become Effective	59
2.3	Commencement of Services	59
2.4	Expiration of Contract	59
2.5	Entire Agreement	59
2.6	Modification	59
2.7	Force Majeure	59
	2.7.1 Definition	59
	2.7.2 No Breach of Contract	60
	2.7.3 Measures to be taken	60
	2.7.4 Extension of Time	60
	2.7.5 Consultation	60
2.8	Suspension	60
2.9	Termination	61
	2.9.1 By the Client	61
	2.9.2 By the Consultants.	62
	2.9.3 Cessation of Rights and Obligations	62
	2.9.4 Cessation of Services	62
	2.9.5 Payment upon Termination	62
	2.9.6 Disputes about Events of Termination	62
3.	Obligations of the Consultants .....	63
3.1	General	63
	3.1.1 Standard of Performance	63
	3.1.2 Law Governing Services	63

3.2	Conflict of Interests	63
3.2.1	Consultants not to Benefit from Commissions, Discounts, etc.	63
3.2.2	Procurement Rules of Funding Agencies	64
3.2.3	Consultants and Affiliates Not to Engage in certain Activities	64
3.2.4	Prohibition of Conflicting Activities	64
3.3	Confidentiality	64
3.4	Liability of the Consultants	64
3.5	Insurance to be Taken out by the Consultants	64
3.6	Accounting, Inspection and Auditing	65
3.7	Consultant's Actions requiring Client's prior Approval	65
3.8	Reporting Obligations	65
3.9	Documents prepared by the Consultants To Be the Property of the Client	65
3.10	Equipment and Materials Furnished by the Client	65
4.	Consultants' Personnel .....	66
4.1	General	66
4.2	Description of Personnel	66
4.3	Approval of Personnel	66
4.4	Working Hours, Overtime, Leave etc.	67
4.5	Removal and /or Replacement of Personnel	67
4.6	Resident Project Manager	68
5.	Obligations of the Client .....	68
5.1	Assistance and Exemptions	68
5.2	Access to Land	68
5.3	Change in the Applicable Law	68
5.4	Services, Facilities and Property of the Client	69
5.5	Payment	69
5.6	Counterpart Personnel	69
6.	Payments to the Consultants .....	69
6.1	Cost Estimates, Ceiling Amount	69
6.2	Remuneration and Reimbursable Expenditures	70
6.3	Currency of Payment	70
6.4	Mode of Billing and Payment	70
7.	Fairness and Good Faith .....	71
7.1	Good Faith	71
7.2	Operation of the Contract	71
8.	Settlement of Disputes	72
8.1	Amicable Settlement	72
8.2	Dispute Settlement	72

III	SPECIAL CONDITIONS OF CONTRACT .....	73
IV	Appendices.....	77
	Appendix A : Description of the Services .....	77
	Appendix B : Reporting Requirements .....	77
	Appendix C : Key Personnel.....	77
	Appendix D : Medical Certificate .....	78
	Appendix E : Hours of Work for Key Personnel .....	78
	Appendix F : Duties of the Client .....	78
	Appendix G : Cost Estimates .....	78
	Appendix H : Form of Performance Bank Guarantee.....	79
	Appendix I : Form of Bank Guarantee for Advance Payments...	80

## 1. FORM OF CONTRACT

### COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_ day of the \_\_\_\_\_ Month of \_\_\_\_\_, 200 \_\_\_\_, between, on the one hand \_\_\_\_\_ (hereinafter Called the "Client) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

*[Note\* : If the Consultants consist of more than one entity, the above should be partially amended to read as follows:  
 "... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and  
 (hereinafter called "Consultants")]*

#### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) 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 this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Letter of acceptance (LoA);
  - (b) Addendum/Corrigendum;
  - (c) RFP Document;
  - (d) The following Appendices :

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A:	Description of the Services	
Appendix B:	Reporting Requirements	
Appendix C:	Key Personnel	
Appendix D:	Medical Certificate	
Appendix E:	Hours of Work for key Personnel	

- Appendix F: Duties of the Client \_\_\_\_\_
- Appendix G: Cost Estimates (Financial Proposal) alongwith arithmetical corrections in Local Currency\_\_\_\_\_
- Appendix H: Copy of Bank Guarantee for Performance security alongwith confirmation received from Bank

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

<p>Authorized Signatory For and on behalf of the <b>MP Public Works Department.</b></p> <p>(.....) <b>Chief Engineer (Capital Zone)</b> (</p>	<p>Authorized Signatory For and on behalf of M/s .....</p> <p>(.....) <b>Authorized Signatory</b></p>
<p><b>Witness</b></p> <p>1. Signature</p> <p>Name</p>	<p>2. Signature</p> <p>Name</p>

# **"General Conditions of Contract"**

**GENERAL CONDITIONS OF CONTRACT****1. General Provisions****1.1 Definition**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the India as they may be issued and in force from time to time.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "GC" means these General Conditions of Contract;
- (e) "Government" means the Government of Madhya Pradesh;
- (f) "Currency" means the Indian Rupees (INR);
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (h) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (i) "Personnel" means persons hired by the Consultants as Employees and assigned to the performance of the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (k) "Services" means the work to be performed by the consultant, as described in Appendix A hereto;
- (l) "Third Party" means any person or entity other than the Government, the Client, or the Consultant.

**1.2 Relation between the Parties**

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

**1.3 Law Governing Contract**

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

#### 1.4 **Language**

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

#### 1.5 **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

#### 1.6 **Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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, courier, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

#### 1.7 **Location**

The Services shall be performed at such locations as are specified in Appendix A hereto.

#### 1.8 **Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

#### 1.9 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in.

#### 1.10 **Taxes and Duties**

Unless otherwise specified in the SC, the Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

## **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

## **2.5 Entire Agreement**

This Contract 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 be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1. Definition**

- (a) For the purposes of this Contract, "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, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,

storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action ( except where such 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 Consultant 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 Contract and (B) avoid or overcome in the carrying out of its obligations hereunder .
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

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 Contract 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 care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.7.3 Measures to be Taken**

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

#### **2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, 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 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.

## 2.8. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, 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 thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.9 Termination

### 2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) 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 become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 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; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 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 contract execution.

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

#### **2.9.2 By the Consultants**

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

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

#### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 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 GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

#### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 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 GC 3.9 or GC 3.10 hereof.

#### 2.9.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### 2.9.6. **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligation 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 Contract 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 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 Personnel of the Consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, 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 GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract 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 their Personnel and agents, 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 of the Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise 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 Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. .

#### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

The Consultants and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract 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 SC, the Consultants' liability under this Contract 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, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### 3.6 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

### 3.7 **Consultants' 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 Appendix C ("Consultant's Key Personnel") merely by title but not by name;
- (b) the Consultants shall remain fully liable for the performance of the Services by its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

### 3.8 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

### 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 Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon

termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### 3.10 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment 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 full replacement value.

## 4. **Consultants' Personnel**

### 4.1 **General**

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

### 4.2 **Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

#### 4.3 Approval of Personnel

**The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client subject to the condition that they will qualify in the technical evaluation. The proposal of replacement should be submitted for those personnel who do not meet the requirement, before signing the agreement for which no deduction of payment will be done.** In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

#### 4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in **Appendix C**. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### 4.5 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
- (b) 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.
- (c) 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.
- (d) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client.

Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) each time the remuneration to be paid for any of the key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the key Personnel replaced. However for total replacement beyond 50% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for future projects of Client and invoke the performance Security.

#### 4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

### 5. **Obligations of the Client**

#### 5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultants and the Personnel 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;
- (f) provide to the Consultants and Personnel any such other assistance as may be specified in the SC.

#### 5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or the Personnel of either of them.

### 5.3 **Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### 5.4 **Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

### 5.5 **Payment**

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

### 5.6 **Counterpart Personnel**

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such - member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

## 6. **Payments to the Consultants**

### 6.1 **Cost Estimates; Ceiling Amount**

(a) An estimate of the cost of the Services is set forth as specified in SC.

- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the limit specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3,5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## 6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(b).

## 6.3 Currency of Payment

**The payments shall be made only in Indian National Rupee.**

## 6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency ( or currencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month..
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. If any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

## 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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 7.2 **Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. **Settlement of Disputes**

### 8.1 **Amicable Settlement**

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

### 8.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract 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. The dispute shall be settled as per the provision of Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 and as amended to date.

# **"Special Conditions of Contract"**

### **III. SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause

**Number of  
GC Clause**

**Amendments of, and Supplements to, Clauses in the  
General Conditions of Contract**

1.4 The language is: English

1.6.1 The addresses are:

Client:

**The C.E. (Central Zone, Jabalpur**

Consultants: As given by Consultant in submission of Technical/Financial proposal.

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail/ courier, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission;

and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The member in Charge is: Authorized representative to whom power of authority has been delegated on non-judicial stamp paper.

1.9 The Authorized Representative are:

For the Client:

**The C.E. (Central Zone, Jabalpur**

For the Consultants: Authorised representative of the firm/JV to whom power of authority has been delegated on non-judicial stamp paper.

1.10 The Consultants and the Personnel shall pay all the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Only the Service Tax will be paid extra to the consultant by the client.

2.1 The effectiveness conditions are the following:

i) NIL

- 2.2 The time period shall be one month or such other time period as the parties may agree in writing.
- 2.3 The time period shall be fifteen days or such other time period as the Parties may agree in writing.
- 2.4 The time period shall be contract period for execution of work + defect liability period or such other time period as the parties may agree in writing.
- 3.4 **Limitation of the Consultants' Liability towards the Client**
- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:-
- i) for any indirect or consequential loss or damage; and
  - ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- 3.5 The risks and the coverages shall be as follows
- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel for the period of consultancy.
  - (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
  - (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
  - (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7(c) The other actions are

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6

6.1(a) The Estimate cost is Aprox. Rs.12.00 Crores.

6.1(b) The amount payable is: As agreed by the parties in contract negotiation and which is mentioned in the Letter of Award.

6.2(a) "Payments for remuneration made in accordance with Clause GC 6:2(a) shall be adjusted as follows :

Remuneration of employed personnel pursuant to the rates set forth in the Appendix G shall be adjusted only once after 18 months from the date of commencement by increasing it by a factor of 8%.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for Personnel are set forth in Appendix G.

6.2(b)(iii) Remuneration for Personnel shall be paid in Indian National Rupee.

6.4(a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee :

- 1) An advance payment. of 10% of the contract price in proportion to the quoted Indian currency (INR) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first 10 months of the Service until the advance payment has been fully set off.
  - 2) The bank guarantee shall be equal to the amount of the advance payment
  - 3) Interest rate shall be 10% per annum.
- 8.2 Disputes shall be settled by arbitration in accordance with the provisions of Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 and as amended up to date.

# **"APPENDICES"**

**IV. APPENDICES****Appendix A: Description of the Services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

**Details as per TOR****Appendix B: Reporting Requirements**

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer TOR****Appendix C: Key Personnel**

- [List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work in India, and staff- months for each.*
  - C-2 Same information as C-1 for Key local Personnel.*

**Please refer TOR**

## **Appendix D: Medical Fitness Certificate**

**(The form of Medical Certificate as required under the. rules of Govt. of India)**

**Not used**

## **Appendix E: Hours of Work for Key Personnel**

Please refer TOR

## **Appendix F: Duties of the Client**

*[List here under:*

- F-1 Services, facilities and property to be made available to the Consultants by the Client. NIL*
  
- F-2 Counterpart personnel to be made available to the Consultants by the Client.] NIL*

**Please refer TOR**

## **Appendix G: Cost Estimates**

*List hereunder cost estimate:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel)*
  
- 2. Other incidental expenses*

**Appendix H: FORM OF PERFORMANCE SECURITY  
(PERFORMAMANCE BANK GUARANTEE)**

(Clause-20 of TOR)

Bank Guarantee no. .... Date .....

**Name of Beneficiary:**

**The C.E. Central Zone, Jabalpur**

WHEREAS \_\_\_\_\_ [Name and address of Consultants]<sup>1</sup> (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provides the services on terms and conditions set forth in this Contract \_\_\_\_\_

[Name of contract and brief description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of \_\_\_\_\_ [amount of Guarantee] <sup>2</sup>

\_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

**We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease. This guarantee shall be valid until 365 days after the date of issue of the Defects Liability Certificate.**

Signature and Seal of the Guarantor \_\_\_\_\_ In presence of \_\_\_\_\_

Name and Designation \_\_\_\_\_ 1. \_\_\_\_\_  
Signature

Name and Designation \_\_\_\_\_ 2. \_\_\_\_\_  
Signature

Name, address and seal of the Bank \_\_\_\_\_

Phone & Fax No. \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Give names of all partners if the Consultants is a Joint Venture.

**Appendix I: Form of Bank Guarantee for Advance Payments  
(Reference Clause 6.4(a) of Contract)**

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

Bank Guarantee no. .... Date .....

**Name of Beneficiary:**

**The C.E. MPPWD, Central Zone, Jabalpur.**

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

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter 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 upto \_\_\_\_\_ @ \_\_\_\_\_ without 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 notwithstanding 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 contract 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 forebear to enforce any covenants, contained or implied, in the Contract 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.



**OFFICE OF THE ENGINEER-IN-CHIEF  
PUBLIC WORKS DEPARTMENT**

C-Wing, II<sup>nd</sup> Floor, Satpura Bhawan, Bhopal (M.P.).

*Website: mppwd.gov.in*

*Email: pwdbhop@mp.nic.in*

**Phone: 0755-2551485, Fax: 0755- 2556527**

---

No.363/CRF/CSS/Consultant/2011-12/416

Bhopal, dated 08/12/2011

**ADDENDUM**

Pursuant to pre proposal conference conducted in this office on 06-12-2011 in regard to Construction Supervision & Quality Control Consultancy Assignments for PWD Works under Package-1, Bhopal & Package-2, Jabalpur, the following addendum to the RFP documents is hereby issued.

1. **Section-2 Data Sheet Sub Clause 3.1 A** -The Earnest Money Deposit for Package-1, Bhopal is revised as Rs. 12.00 Lacs and for Package -2, Jabalpur as Rs. 10.00 Lacs. Apart from the demand draft as described in Instructions to Consultants, the EMD may be deposited in form of Bank Guarantee issued by Nationalized/ Scheduled Bank in the format acceptable to the Employer. The validity of Bank Guarantee shall be for the period 28 days beyond the validity of the proposal.
2. **In Section -2 Data Sheet Sub Clause 4.4** - last date for submission of proposal is revised as 10-01-2012.
3. **In Section-2 Annexure-I** - Add 01 Number Team Leader in the list of Key Experts, who shall also be evaluated in the Technical Proposal.
4. **In Section-2 Annexure-II** -  
The note below table for minimum Qualification and Experience of Technical Staff is deleted and replaced as below -
  1. Maximum age limit for Team Leader shall be 70 years while for all other staff, it shall be 60 years.
5. **In Section-2 Annexure-II** - Add the qualification & experience requirement for the post of Team Leader as follows:
  - I. Qualification Bachelor in Civil Engineering.
  - II. Minimum Experience Overall 25 Years with 15 Years on Road Projects.
6. **In Section-2 Annexure-III-** In part- I Consultant's Relevant Experience the words "200 Kms. of Two Lane / Intermediate Road or Equivalent" are replaced by words "200 Kms. of Two Lane / Intermediate Lane or 400 Kms. of Single Lane (Lane Kms.) or Supervision Consultancy Assignments of Road Projects having Civil Works Cost more than INR 600 Crores or Equivalent in Foreign Currency".
7. **In Section - 2 Annexure-III-** The following text is deleted

**PACKAGE- 1, BHOPAL**

**"III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR  
THE ASSIGNMENT: 700**

The weightage for various key staff are:

S. No.	Name of the Position	Number	Points	Total Points
6	Resident Engineer	8	87.5	700
	<b>Total Points</b>			<b>700</b>

Note: The CV's of only Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation. However the CVs of all other Key Personnel should be got approved before deployment".

**and replaced as below**

"III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: 700

The weightage for various key staff are:

S. No.	Name of the Position	Number	Points	Total Points
1	Team Leader	1	200	200
2	Resident Engineer	8	62.5	500
	<b>Total Points</b>			<b>700</b>

Note: The CV's of only Team Leader & Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation. However the CVs of all other Key Personnel should be got approved before deployment".

**PACKAGE- 2, JABALPUR**

"III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: 700

The weightage for various key staff are:

S. No.	Name of the Position	Number	Points	Total Points
6	Resident Engineer	5	140	700
	<b>Total Points</b>			<b>700</b>

Note : The CV's of only Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation. However the CVs of all other Key Personnel should be got approved before deployment".

**and replaced as below**

"III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: 700

The weightage for various key staff are:

S. No.	Name of the Position	Number	Points	Total Points
1	Team Leader	1	200	200
2	Resident Engineer	5	100	500
	<b>Total Points</b>			<b>700</b>

Note: The CV's of only Team Leader & Resident Engineers are to be submitted and only these CVs shall be reckoned for evaluation. However the CVs of all other Key Personnel should be got approved before deployment".

8. **In Section 3 Sub Clause 3 E Team Composition and Task Assignments**

The table is modified as follows:

**Package-1, Bhopal**

S. No.	Name	Position	Task
1		Team Leader	
2		Resident Engineer (8)	

**Package -2, Jabalpur**

The table is modified as follows:

S. No.	Name	Position	Task
1		Team Leader	
2		Resident Engineer (5)	

9. **In Section 4 Sub Clause 4 C Remuneration for Key Professional Staff-**

The Table is modified as under -

**PACKAGE-1, BHOPAL**

**I. REMUNERATION FOR KEY PROFESSIONAL STAFF**

Sl. No.	Position	Name	Rate per month (in INR)	Man Month	Amount (in INR)
1.	Team Leader			18	
2.	Resident Engineer 1			18	
3.	Resident Engineer 2			18	
4.	Resident Engineer 3			18	
5.	Resident Engineer 4			18	
6.	Resident Engineer 5			18	
7.	Resident Engineer 6			18	
8.	Resident Engineer 7			18	
9.	Resident Engineer 8			18	
	<b>Sub total for Key Professional staff</b>				

**PACKAGE-2, JABALPUR**

**I. REMUNERATION FOR KEY PROFESSIONAL STAFF**

Sl. No.	Position	Name	Rate per month (in INR)	Man Month	Amount (in INR)
1.	Team Leader			18	
2.	Resident Engineer 1			18	
3.	Resident Engineer 2			18	
4.	Resident Engineer 3			18	
5.	Resident Engineer 4			18	
6.	Resident Engineer 5			18	
	<b>Sub total for Key Professional staff</b>				

10. **In Section 4 sub clause 4 C III, Other Incidental Expenses- Package-1, Bhopal**

In table four wheeler rental months are replaced as 25x18 in place of 24x18.

**Package-2, Jabalpur**

In table four wheeler rental months are replaced as 18x18 in place of 17x18.

11. **In Section 5 TOR -**

**Package-1, Bhopal**

1. Sub clause 15.1 (ii) total no. of four wheelers are modified as 25 in place of 24.

**Package-2, Jabalpur**

1. In Sub Clause 15.1(i) the words "8 office of Resident Engineer are replaced by 5 offices of Resident Engineer".

2. Sub clause 15.1 (ii) total no. of four wheelers are modified as 18 in place of 24.

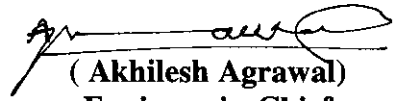
12. **In Section 6 Form of Contract-** The table in the last is modified as follows:-

Authorized Signatory For and on behalf of the <b>Governor of Madhya Pradesh</b>  (.....) <b>Chief Engineer</b>	Authorized Signatory For and on behalf of M/s.....  (.....) <b>Authorized Signatory</b>
---	--

<b>Witness</b>	
1. Signature	2. Signature
Name	Name

It is clarified that the RFP document may be downloaded from our website **www.mppwd.gov.in** and the same may be submitted along with cost of RFP document in the form of Demand Draft.

It is pointed out that all the modifications listed above shall take precedence over the RFP document.

  
( Akhilesh Agrawal )  
Engineer-in-Chief  
MP, PWD, Bhopal (M.P.)