

Environmental Planning and Coordination Organization

Paryavaran Parisar, E-5 Sector, Arera Colony Bhopal 462016

Request for Proposal (RFP)

For

Supervision and Quality Control Consultancy

R.F.P. No.: PMC/1/0911

Bhopal, Date 23/09/2011

Sealed bids are invited from Supervision and Quality Control consultants empanelled by Environmental Planning and Coordination Organization (EPCO), Bhopal on behalf of the Project Implementing Unit (PIU) **Indore, Ujjain and Khandwa** of Government of Madhya Pradesh Public Works Department for the following project upto 15hrs on **14/10/2011**:

Cluster No.	Name of Projects	Probable Amount of Civil Works (Rs. in Lakh)	Earnest Money Deposit (Rs. in Lakh)	Period of Assignment
1	2	3	4	5
1	Supervision and Quality Control Consultancy for Construction work of 89 High Schools (HS), 05 Model Schools (MS) and 05 Girls Hostels (GH) in 13 districts under Indore, Ujjain & Khandwa PIUs, as per Terms of Reference laid down in bid documents	6659.00	1.00	14 Months

1. Sale of Bid Documents:

Bid documents can be obtained during office hours on all the working days from **24/09/2011** to **13/10/2011** on payment of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft or Banker's Cheque drawn on any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal.

Bid documents may also be downloaded from EPCO website www.epco.in. In such case demand draft or banker's cheque for Rs. 10,000/- being the cost of bid documents shall be submitted in a separate envelope alongwith the bid.

2. Earnest Money Deposit:

Earnest Money Deposit (EMD) of Rs 1.00 lakh (Rs One Lakh Only) in the form of Demand Draft or Term Deposit Receipt of any Scheduled Commercial Bank in favour of the Executive Director EPCO Bhopal shall be submitted alongwith the bid in a separate sealed envelope.

3. Technical bids shall be opened on **14/10/2011** from 15:30 hrs.

4. Other details may be viewed in the letter of invitation and bid documents on the EPCO Website www.epco.in.

Executive Director
EPCO Bhopal

LETTER OF INVITATION

SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS, AS PER TERMS OF REFERENCE LAID DOWN IN BID DOCUMENTS

1. INTRODUCTION:

- 1.1 Government of M.P., Education Department under Rashtriya Madhyamik Shiksha Abhiyan have assigned construction of buildings for 89 High Schools (HS), 5 Model Schools (MS) and 5 Girls Hostels (GH) in 13 districts to the Project Implementation Units at Indore, Ujjain and Khandwa under Madhya Pradesh Public Works Department. Project Director, Supervision and Quality Control Unit of Madhya Pradesh Public Works Department has nominated Environmental Planning and Coordination Organization (EPCO), Bhopal as Nodal Organization for engagement of consultants for the Technical Facilitation, Monitoring, Supervision and Quality Control of these construction works.
- 1.2 Bidders are invited to submit technical bid and financial bid for the aforesaid consultancy services as detailed in the Terms of Reference (hereinafter referred to as the TOR-Annexure-I).
- 1.3.1 To obtain first hand information of the assignment and local conditions, the bidders are advised to visit the construction sites of the concerned districts before submitting the bid. The bidders must fully acquaint themselves with the local conditions and take them into account in preparing their bid.
- 1.3.2 Cost of preparing the bid including visits to the client and the construction sites are not reimbursable.
- 1.3.3 A bid submitted by the bidder may be rejected without assigning any reason whatsoever.
- 1.3.4 Unworkable financial bids as compared to be estimate may be treated as non-responsive and rejected without assigning any reason. In such case remaining financial bids shall be processed for consideration.
- 1.3.5 Generally the bidder shall be awarded consultancy work for one cluster only. In case of non availability of suitable bidder for other clusters a bidder can be considered for award of consultancy for more than one cluster.

1.4 BID DOCUMENTS

- 1.4.1 Bid documents can be obtained during office hours on all the working days from **24/09/2011** to **13/10/2011** on payment of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft or Banker's Cheque drawn on any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal.
- 1.4.2 BID documents may also be downloaded from EPCO website www.epco.in. In such case demand draft or banker's cheque for Rs. 10,000/- being the cost of bid documents shall be submitted in a separate envelope alongwith the bid.

2 DOCUMENTS:

- 2.1 To enable the bidders to prepare the bid, they are advised to view and to use the required documents.

3. PRE-BID MEETING:

- 3.1 Pre-Bid meeting of the prospective bidders shall be convened at the designated date, time and place.
- 3.2 During the course of pre-bid meeting, the prospective bidders will be free to seek clarifications and to make suggestions for consideration of the EPCO, which shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.
- 3.3 At any time before the submission of the bid EPCO may, for any reason whether at its own initiative or in response to any clarification sought by the prospective bidder, modify the documents by issuing amendment. The amendment, which will be notified on the website well before the last date of submission of bids, will be binding on the bidders. The deadline for submission of the bid may be extended at any time before the last date of submission of the bids.

4. PREPARATION OF BID:

Bidders are requested to prepare Technical Bid and Financial Bid in English language.

4.1 TECHNICAL BID:

- 4.1.1 Bidders are required and expected to read carefully all the terms and instructions/conditions included in the bid documents. Failure to provide all or any of the required information sought by the Client will be at their risk and may result in the rejection of their bid.
- 4.1.2 At the time of preparation of the Technical bid, bidders must pay particular attention to the following: -
 - (i) Total assignment period is indicated in the Data Sheet. Bidders should feel free to make their own assessment, considering the requirement of the consultancy services as per the requirement of the TOR (Annexure-I), the support personnel both technical and administrative and submit their bid accordingly. However, bidders will have to deploy key personnel as indicated in the table below. The bidders shall be responsible for the timely completion of consultancy services.

S. No.	Position	Number	Input Months	Minimum Qualification	Minimum Experience
I	II	III	IV	V	VI
1.	Resident Engineer (RE)	1	14	B.E. in Civil Engineering	15 years in building construction, supervision and quality control.
2.	Quantity Surveyor (QS)	3	14	Diploma in Civil Engineering	5 years in Quantity Survey of building construction
3.	Material Engineer (ME)	1	14	B.E. in Civil Engineering	8 years in the field tests of building construction material and quality control of civil construction works
4.	Assistant Resident Engineer (ARE)	2	14	B.E. in Civil Engineering	8 years in building construction, supervision and quality control
		5	8		
5.	Field Engineer (FE)	2	14	Diploma in Civil Engineering	5 years in building construction supervision and quality control
		13	8		
6.	Lab. Technician	2	14	Bachelors degree or diploma in relevant area	5 years in laboratory testing of building material.
		10	8		
7.	Office Support Staff	as required	14		

Note: i) *The CV's of RE, QS, ME and ARE are to be submitted.*

ii) *Number of personnel given above is only for technical evaluation of the technical bid. Consultant will have to deploy staff as per requirement of the project.*

- (ii) No alternative key professional staff may be proposed and only one CV may be submitted for each position.
- (iii) The availability of key personnel at site during the consultancy services shall be ensured.
- (iv) A good working knowledge of spoken and written English and Hindi languages is essential for key professionals proposed to be deployed on this assignment.
- (v) All reports shall be prepared in English language.

Bidders, (Proprietary firms, Partnership firms registered under Partnership Act and private/public limited companies registered under Companies Act), which fulfill the following parameters, shall be eligible to submit their bid.

- (A) The bidder should have minimum annual turnover of Supervision and Quality Control / Project Management Consultancy fee amounting to Rs. 2.00 crore (Rs. two crore) or more during each of the last three financial years;
- (B) The bidder should have experience of Supervision and Quality Control / Project Management Consultancy for the civil works of minimum three projects with total project cost of Rs. 100 crore (Rs. hundred crore) or more during the last three financial years. It should include at least one project costing Rs. 50 crore (Rs. fifty crore) or more.
- (C) The bidder should have at least 5 years experience for technical facilitation, monitoring, supervision and quality control of similar works; and
- (D) The bidder shall also intimate the names of persons working with him in any capacity or subsequently employed who are near relatives to any gazetted officer in the PIUs / EPCO.

Note: *By the term near relatives is meant wife / husband / parents / sons / grand sons / brothers / sisters / brother in laws / father and mother in laws.*

4.1.3 Technical Bid in the format given in Annexure-IV shall include but not be limited to the following:

- (i) Firm's organizational structure and relevant experience (including details of the previous experience) in Annexure-VIII;
- (ii) Any comments or suggestions on the TOR;
- (iii) Methodology and work plan for performance of assignment;
- (iv) Details of equipments, vehicles, office infrastructure, communication facilities and details of licenses for equipments and software proposed to be used for the assignment. It should be clearly understood that equipments and other facilities, as may be indicated, will have to be deployed on the assignment;
- (v) **Composition of the proposed team and task assignment to individual member:** The general description, qualifications, experience and tasks to be performed by the various members are given in Annexure-II. The tasks to be assigned to each member of the proposed team should conform to but not be limited to the generalized tasks given in the TOR. The bidders should take into account the various stipulations in the Terms of Reference and assign tasks to individual member of the team accordingly;
- (vi) Curriculum Vitae (CV), recently signed with date by the proposed key professional (Resident Engineer, Material Engineer, Quantity Surveyors and Assistant Resident Engineers) and also signed by an authorized officer of the firm, shall be submitted in the format given in Annexure-III;
- (vii) Proposed work programme for the construction illustrated with bar charts of the activities, Critical Path Method (CPM) or Programme Evaluation Review Technique (PERT) graphics should be submitted. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
- (viii) Technical Bid shall not include any information about Financial Bid. Technical Bid containing any information about financial bid may be considered non responsive.

4.2 FINANCIAL BID:

4.2.1 The Financial Bid shall be submitted in the format given in Annexure-V, on man month basis.

Bidders should include service tax and all other taxes in the bid.

The payments shall be made as per Payment Schedule as per Annexure VI.

4.2.2 The financial bid will include component of key personnel and support staff as well as the lump-sum component (i.e. fully furnished office accommodation, transportation, equipments, vehicles, communication facilities, field testing equipments, expenses for conducting tests for quality control etc.). The lump sum component shall be included in the financial bid to maintain expected inputs of required minimum standards.

4.2.3 The financial bid shall be prepared to cover the tasks mentioned in the TOR and also the tasks the bidders may think necessary to be carried out in order to meet the requirements of the assignment.

5. SUBMISSION OF BID:

5.1.1 The technical bid shall be submitted alongwith the following documents:

- i. Proof of purchase of bid documents fee of Rs.10,000/-.

(Demand Draft or Banker's Cheque being the cost of bid documents if downloaded from EPCO website www.epco.in shall be enclosed in a separate envelope)

- ii. Earnest money deposit Rs.1,00,000/-.
- iii. Documents as mentioned in para 6 below.
- iv. All documents mentioned in Annexure IV.

5.1.2. Bidders must submit Earnest Money Deposit (EMD) of Rs. one lakh, in a separate envelope, which shall be in the form of Demand Draft or Term Deposit Receipt of any Schedule Commercial Bank in favour of Executive Director EPCO, Bhopal. No bid will be entertained without Earnest Money Deposit.

5.1.3 The technical bid shall be prepared as per format given in Annexure IV. It should be placed in an envelope marked as 'B' **Technical Bid** with the name of the project clearly written on it.

5.1.4 The financial bid shall be prepared as per format given in Annexure V. It should be placed in an envelope marked as 'C' **Financial Bid** with the name of the project clearly written on it.

5.1.5 Both the above envelopes should be placed in the third envelope marked as 'A' **Bid Documents** with the name of the project clearly written on it. All the three envelope should be sealed in such a manner that the contents are not visible to the naked eye.

5.1.6 The technical bid as well as financial bid must be prepared in indelible ink and must be signed by the authorized representative of the bidder.

5.1.7 Technical bid as well as financial bid must be delivered on or before the time and date mentioned in the Data Sheet.

5.1.8 Bid must be valid for 120 days from the date of opening of financial bid.

6. LIST OF DOCUMENTS:

6.1 Technical bid shall be submitted in format given in Annexure-IV alongwith the required documents, affidavit, undertaking etc. Audited Profit and Loss Account and Balance Sheet with report of Chartered Accountant thereon for the last three years. In support of receipts from consultancy fee a certificate of Chartered Accountant to the effect that the receipts relate to consultancy fee only for construction works should be submitted.

6.2 Bidders shall have to submit an affidavit stating that:

- (i) Information, certified copies of the documents supplied with the bid and undertakings given / certificates attached are true and correct to the best of their knowledge and belief. If any information is subsequently, even after award of consultancy services, is found to be incorrect, EPCO may forfeit their Earnest Money Deposit and debar them from future bidding.

- (ii) Amount received from consultancy fee from construction works is correct.
- (iii) Conditions in respect of relatives working as contractors or employees in the EPCO and PIUs included in the bid documents, for which bid is being submitted, are being fulfilled.
- (iv) The bid documents, certified copies of undertakings given and attached certificates etc. have properly been page numbered and indexed.

7. EVALUATION COMMITTEE:

Evaluation committee for evaluation of Technical Bid and Financial Bid shall be appointed by the EPCO and the committee will carry out its evaluation, applying the aforesaid criteria for evaluation.

The evaluation committee will examine the financial bids of the technically qualified bidders only. The appointed evaluation committee would determine whether the financial bids are complete in all respects or not. Bids complete in all respects shall be considered in totality and not in part. The competent authority reserves all the rights to accept or reject any or all the bids without assigning any reason there for. After approval by the competent authority successful bidder shall be notified.

8. OPENING OF TECHNICAL BID:

- 8.1 Technical bid shall be opened on 14/10/2011 from 15:30 hours
- 8.2 First of all the envelope containing demand draft or banker's cheque being the cost of bid documents downloaded from the website shall be opened. If the cost of bid documents is not found in order the envelopes containing earnest money deposit and bid documents shall be returned unopened to the bidder concerned.
- 8.3 Thereafter envelope containing earnest money deposit shall be opened. If the earnest money deposit is not found in order the envelope marked as '**A**' Bid Documents containing technical bid and financial bid shall be returned unopened to the bidder concerned.
- 8.4 Envelope marked as 'A' Bid Documents shall be opened only when the earnest money deposit is found in order. Envelope marked as 'B' Technical Bid shall be opened. Envelope marked as 'C' Financial Bid of those bidders shall be opened who have scored 800 or more points in evaluation of their Technical Bid.

9. EVALUATION CRITERIA FOR TECHNICAL BID:

Organizational strength	Maximum Points	Minimum Qualifying points
Financial Capacity	300 points	240 points
Experience	250 points	200 points
Technical Capacity	400 points	320 points
Proposed work programme methodology for the execution of services	50 points	40 points
Total	1000 points	800 points

The points shall be given as under in the process of evaluation

- **FINANCIAL CAPACITY**

ANNUAL TURNOVER OF CONSULTANCY FEE:

- Rs. 4 crore or more — 300 Points
- Rs. 3 crore but less than Rs. 4 crore — 270 Points
- Rs. 2 crore but less than Rs. 3 crore — 240 Points

- **EXPERIENCE:**

- *Supervision and Quality Control/ Project Management Consultancy during last three years* for works costing Rs. 200 crore or more including atleast — 250 Points
one work of Rs. 50 crore or more
- *Supervision and Quality Control / Project Management Consultancy during last three years* for works costing Rs. 150 crore or more including atleast — 230 Points
one work of Rs. 50 crore or more
- *Supervision and Quality Control / Project Management Consultancy during last three years* for works costing Rs. 100 crore or more including atleast — 200 Points
one work of Rs. 50 crore or more

- **TECHNICAL CAPACITY**

QUALIFICATIONS AND COMPETENCE OF THE KEY PERSONNEL FOR THE ASSIGNMENT HAS BEEN GIVEN IN THE TABLE BELOW (mentioned in PARA 4.1.2 (i))

Criteria: Each key personnel is to be evaluated against the tasks assigned in accordance with two main criteria (i) qualification and (ii) experience

EVALUATION OF KEY STAFF FOR THE ASSIGNMENT

S. No.	Name of Position	Number of each position	Points for each position	Total Points	Particulars	Percentage
I	II	III	IV	V	VI	VII
1.	Resident Engineer	1	50		Qualification	
					B.E.	80
					M.E.	90
					Higher Qualification	100
			50		Experience	
					15 Years or more	80
					20 Years or more	90
					25 Years or more	100
	Total	1	100	100		
2.	Assistant Resident Engineer	7	8		Qualification	
					B.E.	80
					M.E.	90
					Higher Qualification	100
			7		Experience	
					8 Years or more	80
					9 Years or more	90
					10 Years or More	100
	Total	7	15	105		

3.	Material Engineer	1	40		Qualification	
					B.E.	80
					M.E.	90
					Higher Qualification	100
			35		Experience	
					8 Years or more	80
					9 Years or more	90
					10 Years or More	100
	Total	1	75	75		
4.	Quantity Surveyor	3	20		Qualification	
					Diploma	80
					B.E.	90
					Higher Qualification	100
			20		Experience	
					5 Years or more	80
					6 Years or more	90
					7 Years or More	100
	Total	3	40	120		
Grand Total				400		

• **Proposed work programme and methodology for the execution of services:**

Points scored as per evaluation of Evaluation Committee subject to a maximum of 50 Points

Bidders scoring 800 or more points in evaluation of their technical bid, shall only qualify for opening of their financial bid.

10. OPENING OF FINANCIAL BIDS:

Financial bid of those bidders shall be opened who have scored 800 or more points in evaluation of Technical bid. Date, time and place for opening of financial bid shall be notified to the technically qualified bidders separately.

11. EVALUATION CRITERIA FOR FINANCIAL BID:

Financial bid shall be evaluated on the basis of the following formulae.

$$S_F = 100 \times F_m / F$$

S_F stands for Financial Score

F_m stands for lowest Financial Bid

F Stands for Financial Bid of the Bidders

12. EVALUATION CRITERIA FOR AWARD OF SERVICES:

The selection of bidders for award of services shall be Quality and Cost Based (QCBS) wherein 80 percent weightage shall be given to technical score and 20 percent to financial score.

Bids will finally be ranked according to their combined technical score (S_T) and financial Score (S_F) as under:

$$S = S_T \times T_W + S_F \times F_W$$

S stands for Combined Score of Financial Bid and Technical Bid.

S_T stands for score of Technical Bid

T_W Shall be 0.80

S_F stands for score of Financial Bid

F_W shall be 0.20

The bidder scoring highest points in the combined evaluation of bids shall be treated as the lowest bidder.

13. NEGOTIATIONS:

Normally negotiations shall not be conducted. However, in order to deal with unexpected contingencies negotiations with the approval of the Director General EPCO may be conducted with the lowest bidder for withdrawal of conditions and or reduction in the amount of financial bid.

14. AWARD OF CONTRACT:-

- (a) The Contract will be awarded to the successful bidder. Successful bidder shall deposit 5% of the amount of Contract performance security, valid for 90 days after expiry of assignment period, before execution of the agreement in the form of unconditional Bank Guarantee of a Nationalized Bank in the format given in Annexure-IX within 7 days from the date of issue of acceptance letter.
- (b) The successful bidder shall execute the agreement with the Client within 7 days after submission of performance security in the approved format.
- (c) The successful bidder after execution of agreement shall be known as consultant.
- (d) The consultant shall commence the assignment as specified in the work order.

15. PAYMENT:

Payments shall be made to the consultant in Indian Rupees through account payee cheque or demand draft. The bank commission for demand draft shall be borne by the consultant.

16. SECURITY DEPOSIT:

Security deposit @ 5% shall be recovered from the running bills of Consultant or the actual value of services executed and paid whichever is more.

The amount of security deposit shall not be converted into any other form.

17. REFUND/FORFEITURE OF EARNEST MONEY DEPOSIT:

17.1 Refund of Earnest Money Deposit:

- (a) Earnest Money Deposit of unsuccessful bidders will be returned after bid of the successful bidder has been accepted or on expiry of the validity period of the bid whichever is earlier.
- (b) Earnest Money Deposit of the successful bidder will be returned after the full amount of performance security is received and agreement is executed.

17.2 Forfeiture of Earnest Money Deposit:

- (a) Earnest Money Deposit shall be forfeited if the bidders withdraw or modify their proposal after submission during its validity period.
- (b) Earnest Money Deposit shall be forfeited if the successful bidder fails to deposit performance security and execute agreement within the stipulated period.

Executive Director EPCO

DATA SHEET

For

Request For Consultancy Proposals

S. No.	Description	Key Information
1.	Title of the Consultancy Services	Supervision and Quality Control Consultancy for Construction work of 89 High Schools (HS), 05 Model Schools (MS) and 05 Girls Hostels (GH) in 13 districts under Indore, Ujjain & Khandwa PIUs, as per Terms of Reference laid down in bid documents
2.	Name of Client	Executive Director Environmental Planning and Coordination Organization Paryavaran Parisar, E-5 Sector, Arera Colony Bhopal 462016
3.	Details of Construction of Civil Works	Details of works and locations are given in Annexure-VII .
4.	Total Assignment period	14 Months
5 (a).	Request for Consultancy Bid Documents	(i) Cost of documents is Rs, 10,000/-. (ii) May be purchased on any working day from 24/09/2011 to 13/10/2011 during office hours. (iii) Mode of payment: Demand Draft / Banker's Cheque of any Scheduled Commercial Bank in favour of Executive Director EPCO. (iv) Bid documents can be downloaded from EPCO website http://www.epco.in
5(b).	Earnest Money Deposit	Rs. 1.00 Lakh (Rs. One Lakh only) Mode of payment: Demand Draft or Term Deposit Receipt of any Scheduled Commercial Bank in favour of Executive Director EPCO.
6.	Basis of Selection	The selection of Consultant for award of services shall be Quality and Cost Based (QCBS) where in 80 percent weightage shall be given to technical qualification and 20 percent to financial bid

7.	Pre-bid meeting	05/10/2011 at 15 hrs in the office of Executive Director EPCO.
8.	Submission of Bid	<p>The bid will be sealed by the bidders in an outer envelope marked as 'A' Bid Documents which will bear the address and information as under:</p> <p>Name of Project: _____</p> <p>Due date and time for submission of bid documents</p> <p>Address: Executive Director Environmental Planning and Coordination Organization Paryavaran Parisar, E-5 Sector, Arera Colony Bhopal 462016</p> <p>Name and Address of Consultant: _____ _____</p> <p>The outer envelope will contain two separate envelopes; marked as 'B' Technical Bid and 'C' Financial Bid.</p> <p>The cost of bid documents downloaded from EPCO website and earnest money deposit shall be submitted in separate envelopes alongwith the bid.</p> <p>The technical bid as well as financial bid must be prepared in indelible ink and must be signed by the authorized representatives of the bidder.</p>
9.	Date and time for submission of bids	14/10/2011 upto 15.00 hrs.
10.	Date and time for opening of technical bids	14/10/2011 after 15.30 hrs.
11.	Evaluation of Technical bids, Financial bids etc.	Evaluation shall be done by Committee constituted by the EPCO as per criteria given in the Letter of Invitation.
12.	Validity Period	120 days from the date of opening of financial bid.
13.	Proficiency in the language	(i) English and Hindi. (ii) Reports must be written in English. (iii) Correspondence: English / Hindi.

14.	Taxes	(i) Consultant and the personnel shall pay the taxes, duties; fee, levies and other impositions levied under the existing and amended laws during the currency of this agreement and the Client shall perform such duties in regard to the deduction of such taxes at source as may be lawfully required.
15.	Documents and Annexure to be enclosed with the Technical Bid	Documents as per Para-6 of Letter of Invitation and as per Annexure IV shall be enclosed.
16.	Work Plan, Methodology, deployment of key personnel etc.	As per the Terms of Reference.
17	Date and time for opening of Financial Bids	Date and time shall be notified to the technically qualified bidders separately.
18.	Performance Security	As per Para-14(a) of Letter of Invitation.
19.	Commencement of the Assignment	Consultant shall commence the assignment as specified in the work order.
20	Project office and office equipments	The successful bidder shall establish its project office at the centrally located place approved by the Client at their own cost within 15 days. Project office must be well equipped in terms of computer, printer, telephone, mobile, fax, internet, photocopier and relevant software etc. No payment will be allowed for purchase or hiring of such items. However, the recurring expenses may be included in the lumpsum component of financial bid.

TERMS OF REFERENCE (ToR)

SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS

1. Project Description

The Project Implementation Units (PIUs) at Indore, Ujjain and Khandwa of Government of Madhya Pradesh, Public Works Department are to construct buildings for **89 high schools, 05 model schools and 05 girls hostels in 13 districts of** Madhya Pradesh under Rashtriya Madhyamik Shiksha Abhiyan. The task for engagement of Technical Facilitation, Monitoring, Supervision and Quality Control Consultancy Services has been entrusted to Environmental Planning and Coordination Organization (EPCO) by the Project Director Supervision and Quality Control Unit of Public Works Department.

The main objective of consultancy services is supervision and quality control of the construction works of the buildings.

2. Setting out Works:

The setting out of the construction works shall consist of but shall not be limited to:

- (i) Video recording of existing land surface;
- (ii) Giving layout of various works;
- (iii) Getting working benchmarks fixed duly tied with permanent/ reference bench mark of the area; and
- (iv) Getting informatory signboards cum permanent benchmark constructed in cement concrete.

3. Contract Management Framework (CMF)

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

- (i) PIU in-charge of the works will administer the project in accordance with the provisions of civil work agreement and departmental rules and regulations.
- (ii) Executive Director of EPCO shall be the client for administration of this contract.
- (iii) Resident Engineer of the consultant shall be the Team Leader, and will act as 'Engineer'. The Engineer shall have a team of experienced professionals and support staff for the execution of the consultancy services under the contract.
- (iv) The Supervision and Quality Control services will be provided by the consultant through out the project duration as specified in data sheet. The EPCO shall have the liberty not to execute any work and the Consultant shall not be entitled to any compensation or damages for such non-execution of the work.

- (v) The EPCO shall have the liberty to postpone, in full or part, any work or deployment and the Consultant shall not be entitled to any compensation or damages for such postponement but shall cooperate with the Client and the PIU by re-arranging its deployment schedule accordingly. In such condition(s), the Client will inform the Consultant at least three weeks in advance both at the time of postponement or at the time of re-start of services.
- (vi) Extension of services beyond the assignment period, for which the Consultant is not responsible, additional fee at the same rate as given in the financial bid shall be paid to the Consultant for the extended period of time. In case of any dispute Director General EPCO shall decide the matter after seeking recommendations from the Project Coordination Committee and his decision shall be final and binding. However, no such fee shall be paid in case of delays attributable to the consultant.
- (vii) The Supervision and Quality Control services will be provided through out the project duration as specified in data sheet. The EPCO shall have the liberty not to execute any work and the consultant shall not be entitled by way of any compensation or damages for such non-execution of the work.
- (viii) The Consultant shall at all times take necessary measures and provide appropriate advice to the PIUs to ensure timely completion of the Works Contract in cost effective manner in conformity with the Works Contract conditions and specifications.
- (ix) The Consultant shall verify the nature and scope of the works, all information available and documents and materials to be used by the Contractor in executing the works so as to perform his duties satisfactorily. He shall study and check all documents associated with the project, foresee possible problems and advise the PIUs appropriately during the construction period.
- (x) The Consultant shall, in the event of adjudication or arbitration, provide necessary personnel expertise related to civil construction disputes and advise and assist the PIUs in any such process and prepare any further analysis of the contractor's claims and submissions as may be necessary to assist the PIUs in the presentation of their case.
- (xi) Consultant will assist PIU in recording measurements and control the quality of works. Consultant shall make all engineering decisions required during the implementation of the contract. However, the Consultant shall seek prior approval of the Client with regard to the activities mentioned in Para 4 below.

4. Consultant will seek prior approval of the Client in respect of the following:

- (a) Any major change in approved plan;
- (b) Any variation or deviation with financial implications;
- (c) Variation in quantities of work from sanctioned estimate;
- (d) Sanction of additional / extra items;
- (e) Change in designs, specifications and variations from approved drawings.
- (f) Approval of rates of additional / extra items;
- (g) Approval of subletting; and
- (h) Permission for execution of works after contractual time limit including valid extensions.

5. Engineering and Administration

The Supervision and Quality Control consultant shall be responsible to:

- (i) assist Client in contract administration and management of the works;
- (ii) act as 'Engineer' for the purpose of civil works contract;
- (iii) interpret the Technical Specifications and Contract Documents;
- (iv) scrutinize the contractors' detailed work programme, suggest modifications, if any, after a careful study keeping in view the overall interest of the project and recommend the same for approval to the PIUs. Work programme should be scrutinized within seven (07) days of the submission of it and after obtaining approval of the PIUs, the same will be issued to the contractors within five (05) days;
- (v) prepare control charts of the main activities and a project master schedule, indicating both past performance and forecasts for completion including time involved in each case;
- (vi) ensure the time frame of the construction work and prepare pert chart to ensure the timely completion of different activities to observe delays and control over the time over run;
- (vii) scrutinize and/or review contractors' superintendence, personnel and suggest modifications, if any;
- (viii) initiate advance actions for handing over of site and/or issue of drawings;
- (ix) scrutinize the Construction Methodology proposed by the contractors for carrying out the works to ensure that the same is satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel, general public and property;
- (x) scrutinize the detailed drawings submitted by the contractors and issue them within seven days of receipt of approved drawings from the PIUs;
- (xi) assist in preparation of working drawings, wherever necessary, for both permanent and temporary works;
- (xii) scrutinize and approve the drawings for temporary works as required;
- (xiii) liaison and co-ordinate with the local authorities for shifting of utilities wherever required;
- (xiv) certify 'as constructed' drawings for each component of the work furnished by contractor.

6. Construction Supervision

The Supervision and Quality Control consultant shall be responsible to:

- (i) carry out regular inspection of the contractors' equipments, plants, machinery, installations, housing, medical and mandatory facilities etc. and ensure that they are adequate and are in accordance with the terms and conditions of the contract for civil works;
- (ii) prepare a Supervision Manual which will lay out procedures to be followed during the execution of the works;

- (iii) direct the contractors to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Client thereafter as soon as it is reasonably practicable;
- (iv) supervise the Contract in all matters concerning safety and care of the work including environmental aspects and labour welfare. The Consultant shall ensure implementation of the Health and Safety Plan (HSP) and ensure that the Contractor has taken suitable measures with regard to the safety and health of its workers (provision of potable water, and first aid kits), site safety, and accident prevention measures. Inspect the security and safety aspects of construction and temporary works to ensure that every reasonable measure has been taken to protect life and property;
- (v) inspect the works on substantial completion before taking over and indicate to the client any outstanding work to be carried out by the Contractor;
- (vi) maintain a day-to-day diary at the site for recording all events relevant to the works;
- (vii) inform the PIUs about problems or potential problems, which may arise in connection with the Works Contract and make recommendations to the PIUs for possible solutions;

7. Quality of material(s) and work

The Supervision and Quality Control consultant shall be responsible to:

- (i) evolve and implement a system for the quality assurance of the material(s) to be incorporated in the works. The system of quality control of material(s) and completed items of works shall also include sampling methods and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the provisions of the relevant CPWD Specifications and Indian Roads Congress (IRC), Ministry of Rural Development (MORD) publications and international practices;
- (ii) ensure that RCC works be laid in the presence of consultant and he will ensure that the samples for testing are collected as per norms. Any other aspects for proper quality control shall be finalized between the Consultant and the Client/PIU;
- (iii) inspect process of construction with regard to workmanship and compliance with the specifications. Supervise / perform tests of material(s) and / or items of work and approve/disapprove the same including contractor's plant and equipment;
- (iv) ensure that contractor has established testing laboratory at the site of construction work and it is equipped with prescribed machinery, tools, plants and equipments;
- (v) review and approve the test results/certificates of all construction material(s) and/or sources of material(s) and carry out additional tests as considered necessary to establish quality of the work;
- (vi) associate with the tests being carried out by the contractors and undertake additional tests as considered necessary to assess the quality of works;
- (vii) conduct independent tests in the Lab. approved by the client;

- (viii) carry out comprehensive technical supervision of the works to ensure their quality and conformity with the standards and specifications as per provisions of the contract. Besides, assessment and checking in the laboratory and field tests carried out by the contractors, the Consultant shall carry out independent tests as necessary for quality assurance of the works. However, if any material or item of work is found to be sub-standard and unacceptable, the Consultant shall not only reject the same but also initiate action so that such cases are not repeated. Moreover, Consultant will not be discharged of their responsibility to get the defects rectified;
- (ix) maintain record of results of all the tests carried out for monitoring the quality of works and submit copies of the same to the PIUs;
- (x) conduct all laboratory and field testing of Contractor's work, materials and products required to ensure that the quality as specified in the Works Contract is attained. He will review all certificates of inspections, tests and approvals;
- (xi) ensure the quality measures at the construction site and ensure that the contractor is also performing quality checks in regard to materials of construction as well the quality measures during the course of the construction as per the standard norms as per CPWD Manual and National Building Code:

8. General

The Supervision and Quality Control consultant shall be responsible to:

- (i) maintain up-to-date progress records, containing such computations or other information concerning the use of construction material(s) duly segregated into sections of construction.
- (ii) maintain up-to-date records of remaining quantities to be incorporated in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour man days generated and specified material(s) used in the works, including copies of orders, delivery notes and invoices for such material(s) and details of wage rates paid by the contractors.
- (iii) prepare a schedule for placing the orders for specified material(s), in consultation with the PIU and contractors, to minimize the financial effects of escalation in the price of those material(s).
- (iv) furnish the certificate to the Client and the PIU that the items included in the progress of items of work recorded and included in contractors' bills, satisfy the required quality of works and are acceptable with regards to the prescribed standards and specifications.
- (v) quality control tests shall be exercised by the team members of the Consultant before submission of the progress to the PIUs.
- (vi) prepare completion reports as well as completion certificates of the works assigned in this contract.
- (vii) scrutinize and advise the client upon the claims raised by the contractors, if any.

- (viii) perform repeat tests, if directed by the client. These repeat tests may be conducted in the presence of the PIU or his representatives as may be directed.
- (ix) perform tests and verify the measurements of any or all of the items in presence of the PIU in case of conflicts.
- (x) advise the PIU during arbitration proceedings, if any.

9. Reports

The Consultant shall prepare and submit to Client and PIUs the following reports and documents in the approved format in English, in hard copies in numbers indicated against the respective reports. Each hardcopy shall be accompanied with an electronic copy on a CD. Electronic copies shall be in Word and Adobe PDF format. All reports and documents relevant to the services including maps and field survey notes shall become the property of PIUs.

9.1 Inception Report

The Consultant shall prepare an Inception Report in four (4) weeks after the commencement date. This report shall include results of the review of the contractor's work program, any modifications thereto, status of the consultant and contractor's mobilization and any other matter requiring the PIU's attention. This report shall be prepared and submitted in four (4) copies to the Client and PIUs and shall include at least the following:

- The Consultant's state of mobilization;
- Any change in the composition of the Consultant's team;
- Status of the detailed designs prepared by PIUs
- Proposed methodology for carrying out the services, including quality; progress and cost control, and ensuring compliance with Environmental, Health & Safety Plan and other requirements;
- Proposed site communication procedures and record keeping;
- Detailed program of work, showing time, duration and personnel, as well as inter-relationship between activities;
- Format of Monthly Progress Reports

9.2 Monthly Progress Reports

The Consultant shall prepare progress reports in the approved format every month within five (05) days after the end of each reporting month. The Consultant shall prepare and submit consolidated monthly reports on physical and financial status, site meetings, contractual matters, etc., with recommendations for action by the PIU. The reports shall be submitted in four (04) copies and should reach the Client and PIUs not later than 7 days after the end of the month being reported. These reports shall cover:

- Summary of relevant Consultant's and Contractor's Contract data, both financial and physical
- Physical and financial progress of the Works and comparisons with approved construction programme.
- Progress, in tabular and graphical form
- Quality of construction
- Environmental, health and safety issues and mitigation measures
- Discussion of major problems and recommendations to redress the same

- Program for the coming month, and revised program for the completion of the Project, if any
- Cash flow forecasts
- Schedule of variation orders and claims
- Activities of the Consultant
- Activities of the Contractor
- Weather information and charts,
- Information on Contractor's equipment, personnel and materials at site
- Copies of site meetings
- Incident reports, covering accidents, environmental and other incidents with appropriate follow up action.

9.3 Detailed Progress Reports

When the implementation of the Works Contract reaches a value of 30%, 60% and 85% of the construction contract, the consultant shall prepare and submit detailed progress report with updated cost of the Works Contract, implementation schedules and substantiate any request related to additional funding, if such is needed for the completion of the project. Four (04) copies of the report shall be sent to the PIU and the Client.

9.4 Final Completion Report

Within one month after completion of the Works, the Consultant shall submit the final report in four (04) copies to the Client and PIU. The report should enable the PIU in the future to know the type, quality and quantity of materials used and all information which together with the as-built drawings (original and 04 copies) and specifications will help the PIU in the maintenance of the building. The final report shall include the following among others:

- Summary of the principal difficulties encountered during construction and the means employed to overcome them
- Changes (if any) made in the original designs, modifications to specifications and conditions of contract, and their approval from Client / PIUs.
- Financial and physical summary of the works including:
 - details of the overall project costs (construction and supervision) with justification
 - any significant difference with the original cost and
 - cumulative monthly payments to the contractors including similar payment schedule for consultancy services.
- Summary of contract data and variation orders;
- Assessment of claims of the contractor;
- Consultant's report;
- Relevant comments on the work that may help in the future implementation of similar works;
- Approval of the Contractor's submission of As-built drawings in both PDF and source data format;
- Important works record, properly indexed and presented as annexures to the Main Report and all data in PDF form on CDs
- Picture album in hard copy and electronic formats
- Test reports in properly bounded copies matching with required tests in required frequency of norms.

9.5 Special Reports

In addition to the above reports, the Consultant shall prepare and submit to Client other reports as may be required under special circumstances.

10. Time Schedule

Time schedule shall be maintained by the consultant. The Consultant shall also ensure that the contractors are also maintaining time schedule for the construction of buildings.

11. Client's input

The client will provide following basic data needed to facilitate the assignment:

- Assistance for matters related to cooperation of the public administration as required for carrying out the work, liaison as necessary for this purpose and will give the consultant access to all information required to accomplish the assignment.
- Any other available report, data and information deemed relevant to this assignment

12. Consultant's staff

The Consultant's staff shall:

- be available to move to the work sites upon the commencement of the work contracts; and
- provide opportunity for inspection of the works and the related documents to officials from the Client/PIU.

The consulting team will include the following:

- Resident Engineer (RE)
- Assistant Resident Engineer (ARE)
- Material Engineer (ME)
- Quantity Surveyor (QS)
- Field Engineer (FE)
- Any other technical person as per the need of the project
- Office Support Staff.

13. Composition of Consultant team and expected inputs

13.1 Consultant will engage the staff as detailed in table below. Qualifications, experience and task assignment to the staff will be as per Annexure-II.

13.2 The Consultant shall start deploying its personnel as per the project schedule in consultation with EPCO. Deployment may vary as per the need of project within the project duration.

13.3.1 The composition of the team for supervision and quality control and their duration of services will be as mentioned here under in table. The team shall comprise adequate number of support staff so as to complete the job within the prescribed time.

S. No.	Position	Number	Input Months	Minimum Qualification	Minimum Experience
I	II	III	IV	V	VI
8.	Resident Engineer (RE)	1	14	B.E. in Civil Engineering	15 years in building construction, supervision and quality control.
9.	Quantity Surveyor (QS)	3	14	Diploma in Civil Engineering	5 years in Quantity Survey of building construction
10.	Material Engineer (ME)	1	14	B.E. in Civil Engineering	8 years in the field tests of building construction material and quality control of civil construction works
11.	Assistant Resident Engineer (ARE)	2	14	B.E. in Civil Engineering	8 years in building construction, supervision and quality control
		5	8		
12.	Field Engineer (FE)	2	14	Diploma in Civil Engineering	5 years in building construction supervision and quality control
		13	8		
13.	Lab. Technician	2	14	Bachelors degree or diploma in relevant area	5 years in laboratory testing of building material.
		10	8		
14.	Office Support Staff	as required	14		

Note: *Proposed assignment includes electrical works also and hence the consultant will have to deploy a qualified and experienced electrical engineer for supervision of these works.*

13.3.2 Consultant will have to provide:

- (a) CVs of the RE, QS, ME and ARE with the Technical Bid.
- (b) CVs of the Field Engineers before deployment shall be supplied to the concerned PIU for his approval.

Note: (i) *Head quarters of the Resident Engineer and Material Engineer shall be fixed by the Project Director, PMU preferably considering central location.*

(ii) *Headquarters of the Assistant Resident Engineers and Field Engineer shall be fixed by the Resident Engineer with the approval of the concerned PIU preferably considering central location.*

13.3.3 The Resident Engineer with team shall be deployed immediately on signing the agreement and his deployment shall continue at least 30 days after settlement of final bills of the Contractors.

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

13.3.5 Deployment of Assistant Resident Engineers, Field Engineers and Lab Technicians shall be rescheduled by the Client in consultation with the PIU and the consultant before the issue of work order.

14. Action when Key Personnel not provided:

As per sub-para-13.3.1 of TOR, the Consultant is required to provide Key Personnel with qualifications and experience as laid down in Annexure-II. The team given in technical proposal will have to be employed on the work.

If services of required staff are not made available at the proper time and in the specified number deductions at the following rates shall be made from the consultant's bills.

Resident Engineer	- Rs. 50,000/- per month
Quantity Surveyor	- Rs. 25,000/- per month
Material Engineer	- Rs. 40,000/- per month
Assistant Resident Engineer	- Rs. 25,000/- per month
Field Engineer	- Rs. 10,000/- per month

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

15. Facilities to be provided by the Consultant

Consultant shall make their own arrangements for transport (Vehicles) at work site. Consultant *shall compulsorily provide transport facility to the team members as under:*

- Resident Engineer / Material Engineer - One Jeep / Car to each
- Assistant Resident Engineer / Quantity Surveyor / Field Engineer - One Motorcycle to each.

In case appropriate vehicle is not provided by the Consultant to RE/ME/ARE/QS/FE deductions at the rate quoted by the bidder in the financial bid shall be made from its bills:

Bidders shall give in the Technical Bid details of facilities, equipments (Engineering and Office), transport, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail/ internet) and support staff which they consider necessary to carry out the services.

16. Equipments for Quality Control of Works:

16.1 Consultant shall have to procure for each Field Engineer a set of required equipments as given below for making independent field quality control tests.

List of apparatus required for each field engineer:

- (i) Sieve set
- (ii) Steel tape
- (iii) Core cutter and rebound hammer
- (iv) Moisture Meter
- (v) Sprit Level
- (vi) Measuring tapes, levels, scales
- (vii) Auto level and prismatic compass
- (viii) A good quality plumb bob

- 16.2** The above equipments/ apparatus should also always be in the inspection vehicle of Material Engineer. Besides, relevant CPWD Specifications, BS, IS and IRC Codes for conducting tests should also be available with the Material Engineer.
- 16.3** The Consultant shall have also to provide Mobile Laboratory duly equipped with latest equipments to the Material Engineer for conducting required field tests for quality control.
- 16.4** Laboratory established by the civil contractors shall be made available by the PIUs to the Material Engineer and its staff for conducting independent tests.

17. Extension of Time:

If the completion of works is delayed due to reasons beyond the control of the Consultant, suitable extension of time from PIU with such conditions as client may deem fit shall be granted upon receipt of express request from PIU accompanying full justification.

18. Liquidated Damages for Delay:

In case of delay in satisfactory completion of the works attributable to Consultant beyond the stipulated period, Consultant shall be liable to pay penalty @0.05% (one twentieth percent) per calendar day subject to a maximum of 2.5% (two and half percent) of contract amount. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by the client is liable to be forfeited.

19. Refund of Security Deposit and Performance Security:

- i. Security deposit shall be refunded on satisfactory completion of services.
- ii. Performance security shall be refunded after 90 days of completion of services duly certified by the PIU.

TASK ASSIGNMENT FOR KEY PERSONNEL

1. Resident Engineer (RE)

The Senior Engineer cum Resident Engineer shall be responsible for the overall performance and administration of the Consultant' Team at the project site. The Resident Engineer will also act as the Consultant's authorized representative and shall interact with the Client and PIUs on behalf of the Consultant. The Resident Engineer (RE) shall be responsible for all the technical presentations concerning the various phases of the construction works and shall maintain close contact with the PIU. He shall be full-time on the job. Normally replacement of Resident Engineer will not be allowed. In exceptional circumstances, Consultant will have to directly request the Client with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of the Client will be necessary before affecting any change. The headquarters of the Resident Engineer shall be at such place as decided by the Project Director, Supervision and Quality Control Unit and he will keep the PIU informed of his tour programme, one week in advance.

The major tasks shall include but not be limited to the following:-

- (i) Establishment of site offices and laboratories;
- (ii) Assist the Client in the review of the progress and quality of work, contractors securities, insurance and safety plans;
- (iii) Scrutinize the work programme, and scheme for the deployment of plant, equipment and machinery for approval of the PIUs;
- (iv) Assist the Client / PIUs in the interpretation of provisions in the contract documents and technical specifications;
- (v) Assist the PIUs in handing over the site and issuing orders to commence the construction works;
- (vi) Liaison with the local authorities for shifting of utilities, wherever required;
- (vii) Approval with or without modifications and issue detailed working drawings;
- (viii) Prepare working drawings;
- (ix) Supervision of construction works regularly;
- (x) Evolving and implementing of quantity and quality control procedures;
- (xi) Evolving criteria for the acceptance of works;
- (xii) Preparation and issuing of variation orders after the approval of the PIU;
- (xiii) Assist the PIU in the evaluation of contractors' claims;
- (xiv) Verification and certification of contractors' interim certificates for approval of the PIUs;
- (xv) Assistance to the PIUs in monitoring physical and financial progress of the works;
- (xvi) Preparation of quarterly project budget and estimates;

- (xvii) Assist the PIUs in conducting monthly progress meetings;
- (xviii) Compilation of the monthly progress reports and preparation of periodic reports;
- (xix) Monitoring progress of works strictly for timely completion of the project;
- (xx) Conducting inspections on completion of work;
- (xxi) Verification and certification of contractors' statements on completion;
- (xxii) Preparation/ supervision of the compilation and verification of "As-Built" drawings;
- (xxiii) Preparation/supervision of project completion reports and verification thereof.
- (xxiv) Liaison with the PIU in all the matters connecting with the works;
- (xxv) Adhering to time schedule and management of team's resources;
- (xxvi) Advising the PIU in all the matters related to the progress of works, with particular reference to delays, possible reasons there for and mitigating measures.
- (xxvii) Remain present during inspection by higher authorities, Chief Technical Examiner (vigilance) etc. and
- (xxviii) Any other work assigned by the Executive Director / PIUs.

The essential qualifications and experience for the candidate are as under:-

- (i) Education:** The candidate should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable);
- (ii) Experience:** The candidate should have a minimum of 15 years of experience of Building Construction, Supervision and Quality Control Works out of which 3 years in the field of building engineering as RE or Executive Engineer. He must have completed during the last three years, similar nature of construction project of high quality building as Project Engineer / Resident Engineer / Executive Engineer of the Construction/Supervision Team.
- (iii) Age:** The age of the candidate will not be more than 70 years. However, this age limit may be relaxed in case of highly qualified, experienced and meritorious candidate.

2. Quantity Surveyor

Quantity Surveyor shall be deployed in the office of each PIU. No replacement will be permissible without prior approval of the Client and PIU.

The major tasks shall include but not be limited to the following:

- (i) Assist Material Engineer in Supervision of quarries, material and work etc.
- (ii) Preparation of as constructed drawings after payment of each bill of the civil contractors.
- (iii) Ensure correctness of the as constructed drawings prepared by him.
- (iv) Ensure correctness of the quantities billed for and paid to the civil contractors.
- (v) Point out any deviations noticed in as constructed drawings compared with the original drawings to the PIU.
- (vi) Ensure that quantity of each item of work has not exceeded than the quantity shown for that item in the sanctioned estimate. In case of any increase investigate the reasons for such increase and bring to the notice of PIU.
- (vii) Any other work assigned by the Executive Director / PIU.

The essential qualifications and experience for the candidate are as under:-

- (a) **Education:** The candidate should be a Diploma in Civil Engineering from a recognized University/Institution (higher qualifications and training in Quantity Management of Construction of Building Works will be preferable);
- (b) **Experience:** The candidate should have a minimum of **5 years** experience of Quantity Surveyor of Building Construction of Works;
- (c) **Age:** The age of the candidate will not be more than **65 years**. However, this age limit may be relaxed in case of highly qualified, experienced and meritorious candidate.

3. Material Engineer (ME)

The Material Engineer (ME) shall be responsible for testing and engineering evaluation of all material and quality of completed works for the entire project. No replacement will be permissible without prior approval of the Client and PIU. Field Engineers and laboratory technicians posted in the field shall assist the ME.

The major tasks shall include but not be limited to the following:

- (i) Assist the RE in arranging field testing equipments and field laboratories and training of the other technicians in the testing and reporting procedures;
- (ii) Assist the RE in reviewing work programme and performance of contractors' plant, equipment and machinery;
- (iii) Monitor construction methods and adhere to environmental norms;
- (iv) Review and acceptance of quarry sites for aggregates, quarry spall, sand, borrow material(s) etc.

- (v) Review and acceptance of test results of aggregates, quarry spall, bricks, sand, borrow material(s) etc;
- (vi) Review and acceptance of test results of manufactured material required for building works such as steel, cement, etc;
- (vii) Maintain record of all material at site and review the procurement schedules and assist the RE in issuance of instructions if deemed necessary;
- (viii) Assist the RE in issuance of site instructions for the approval and rejection of material at source and at site;
- (ix) Setting up of control sections for the evaluation of the proposed methods for the construction of embankments;
- (x) Design concrete mix and conduct tests and review / accept mix design proposals of contractor's works;
- (xi) Maintain records of all the test results and approvals or rejection of completed works;
- (xii) Conduct quality control tests of all the material and completed works and ensure that all the material and completed works are as per the prescribed technical specifications;
- (xiii) Verify manufacturers' certificates;
- (xiv) Attend the weekly and monthly site meetings;
- (xv) Assist the RE in the preparation of project completion reports;
- (xvi) Assist the RE in final inspections of works;
- (xvii) Assist the RE in the scrutiny of final statements and the preparation of the defects liability reports; and
- (xviii) Remain present during inspection by higher authorities, Chief Technical Examiner (Vigilance) etc.
- (xix) Any other work assigned by the Executive Director / PIUs.

The essential qualifications and experience for the candidate are as under:

- (i) Education:** The candidate should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable);
- (ii) Experience:** The candidate should have a minimum of 8 years of experience in the field of building construction material and must have completed at least one building construction project as Assistant Material Engineer/Material Engineer of the Construction/Supervision Team. The candidate must have experience in quality control of building construction works.
- (iii) Age:** The age of the candidate will not be more than 65 years. However, this age limit may be relaxed in case of highly qualified, experienced and meritorious candidate.

4. Assistant Resident Engineer (ARE)

No replacement of ARE will be permissible without prior approval of the PIU.

The major tasks to be carried out shall include but not be limited to the following:-

- (i) Supervision of works; all R.C.C. works to be executed/laid in his presence only.
- (ii) Keep proper records of all the work activities and progress;
- (iii) Ensure that the contract(s) are managed properly.
- (iv) Ensure that all works related to building construction are administered properly.
- (v) Assist the Resident Engineer in the review of the work programme and scheme for the deployment of plant, equipment and machinery;
- (vi) Monitor the progress of work strictly for timely completion;
- (vii) Supervise, scrutinize and approve the final setting out of works.
- (viii) Assist the Resident Engineer in updating drawings, setting up quantity and quality control procedures and review of method of construction;
- (ix) Monitor various construction operations including adherence to safety and environmental requirements;
- (x) Issue of site instructions;
- (xi) Assist the Resident Engineer in the preparation of variation orders;
- (xii) Maintain record of set of working drawings;
- (xiii) Maintain construction records;
- (xiv) Assist the Resident Engineer in the evaluation of contractors' claims;
- (xv) Ensure quality control of works; verify lines and levels, inspect works, accept and reject the completed works;
- (xvi) Verify monthly statements of the completed works and assist the Resident Engineer in the preparation of Interim Certificates;
- (xvii) Monitor progress;
- (xviii) Conduct weekly site meetings and keep record of minutes thereof;
- (xix) Prepare monthly progress reports;
- (xx) Conduct final inspection of works;
- (xxi) Verify contractors' statements prepared on completion and prepare other relevant statements;
- (xxii) Compile and verify "As-Built Drawings";
- (xxiii) Prepare project completion reports;
- (xxiv) Remain present during inspection by higher authorities, Chief Technical Examiner (vigilance) etc;

- (xxv) Assist the Resident Engineer in identifying the possible reasons for delays and possible mitigating measures; and
- (xxvi) Guide the Field Engineers who shall work under his supervision.
- (xxvii) Any other work assigned by the Executive Director / PIUs.

The essential qualifications and experience for the candidate are as under:

- (i) **Education:** The candidate should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable);
- (ii) **Experience:** The candidate should have a minimum of **8 years** of experience of building construction, supervision and quality control.
- (iii) **Age:** The age of the candidate will not be more than 60 years. However, this age limit may be relaxed in case of highly qualified, experienced and meritorious candidate.

5. Field Engineer (FE)

- (i) The Field Engineer (FE) shall be responsible to ARE and Resident Engineer and his task shall be defined by the Resident Engineer. No replacement of Field Engineer will be permissible without prior approval of the PIU.
- (ii) He shall assist the PIU staff in recording the measurements of the work done by the work contractor.
- (iii) Any other work assigned by the Executive Director / PIU.

The essential qualifications and experience for the candidate are as under:

- (a) **Education:** The candidate should be a Graduate/Diploma in Civil Engineering from a recognized University/Institution.
- (b) **Experience:** The candidate should have a minimum of 5 years of experience of execution of building construction or similar projects.
- (c) **Age:** The age of the candidate Field Engineer will not be more than 60 years. However, this age limit may be relaxed in case of highly qualified, experienced and meritorious candidate.

CURRICULUM VITAE (CV)**For proposed key personnel**

Proposed Position :-
 Name of Firm/Company :-
 Name of Staff Member :-
 Profession :-
 Date of Birth :-
 Nationality :-
 Regular / Permanent employment :-
 with the present employer (period)
 Membership of Professional Societies :-

1. Details of Tasks Assigned

Information may be furnished in the format given below

S. No.	Tasks assigned in the present project	Project Related Experience					
		Project details		Client (Govt. Deptt. etc.)	Tasks actually performed	Duration of tasks	Remarks
		Name of Project	Cost of Project				
1	2	3A	3B	4	5	6	7

Note: *Project related experience shall be based on the relevant projects implemented.*

2. KEY QUALIFICATIONS

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

(b) EDUCATION

Summary of the College/University and other specialized education of staff member, giving names of institutions, degrees obtained. Use upto quarter of a page.

(c) EMPLOYMENT RECORD

Starting with present position, list in reversed order, every employment held. List all positions held by the staff member since graduation, giving year, names of employing organization, title of position held and location of assignments. For experience also give types of activities performed and reference, wherever appropriate. Use upto three-quarter of a page

3. GENERAL EXPERIENCE, NUMBER OF YEARS OF RELATED EXPERIENCE

4. LANGUAGE

(Indicate proficiency in speaking, reading and writing of English & Hindi language by "Excellent", "Good", "Fair", "Working knowledge", "Poor"

CERTIFICATION

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

Date :

Place :

Signature of Key Personnel

Signature of Authorized Officer of the Firm

TECHNICAL BID

FOR

**SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION
WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS
HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS, AS PER
TERMS OF REFERENCE LAID DOWN IN BID DOCUMENTS**

S.N.	Information and documents required	Information and documents to be supplied by the bidder				
1.	Name of Bidder's firm and its organizational structure	Information shall be furnished in Annexure VIII				
2.	The bidder should have minimum annual turnover of consultancy fee amounting to Rs. 2.00 crore (Rs. two crore) or more during each of the last three financial years.	S. N.	Year	Annual turnover of Consultancy fee (₹ in Lakh)	Remarks	
		1	2	3	4	
		<i>Note: Certificate of Chartered Accountant shall be enclosed in support of the above.</i>				
3.	The bidder should have experience of Supervision and Quality Control consultancy for the civil works of minimum three projects with total project cost of Rs. 100 crore (Rs. hundred crore) or more during the last three financial years, including at least one project costing Rs. 50 crore (Rs. fifty crore) or more.	S. N.	Name of Client	Year	Particulars of project	Cost of the project
		1	2	3	4	5
		<i>Note: Certificate of Clients shall be enclosed in support of the above.</i>				
4.	Bidder should have at least 5 years experience for technical facilitation, monitoring, supervision and quality control of similar works	S. N.	Name of Client	Year	Particulars of consultancy services	Amount of consultancy fee received
		1	2	3	4	5
		<i>Note: Certificate of Clients shall be enclosed in support of the above.</i>				

5.	<p>Approach and Methodology</p> <ul style="list-style-type: none"> a) Understanding of Objectives b) Quality of Methodology c) Innovativeness / comments on Terms of Reference d) Work Program e) Staffing Schedule f) Support staff and facilities 	
6.	<p>Curriculum Vitae (CV) of Resident Engineer, Material Engineer, Quantity Surveyors and Assistant Resident Engineers recently signed with date by the proposed key professional and also by an authorized officer of the firm.</p> <p>CV of the experts should include:</p> <ul style="list-style-type: none"> (a) General experience academic qualification and number of years of related experience (b) Project related experience based on the relevant projects implemented. (c) Permanent employment with the current employer on regular / permanent full time basis for the last twelve months. 	Curriculum Vitae (CV) shall be furnished in Annexure-III.

7.	Proposed work programme for the construction works illustrated with bar charts of the activities, Critical Path Method (CPM) or Programme Evaluation Review Technique (PERT) graphics should be submitted. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.	
8.	Details of equipments, vehicles, office infrastructure, communication facilities and details of licenses for equipments and software proposed to be used for the assignment. It should be clearly understood that equipments and other facilities, as may be indicated, will have to be deployed on the assignment.	

Note:

1. *Technical Bid should be submitted duly page numbered and indexed. All the documents enclosed with the Technical Bid should be self attested by the Bidder. Technical Bid submitted otherwise will not be considered.*
2. *Technical Bid should be submitted alongwith the documents as laid down in Para 6.1of Letter of Invitation.*
3. *Bidders will have to submit an affidavit duly notarized as per Para 6.2 of Letter of Invitation.*
4. *Bidders shall furnish an undertaking as under as part of the bid, on its official letter head duly signed with proper seal.*

UNDERTAKING

“We certify that no member of our board has been convicted by a Court of Law nor any regulatory authority has indicated for any violation nor have we been ever blacklisted by a department of any Government or its entity. It is further stated that there is no investigation pending against us or our sister concern. It is certified that no conflict of interest exists as on date and in future if such a conflict of interest arises we will intimate the same to the Client.

Signature and Seal of Bidder

Date:

Place:

FINANCIAL BID**FOR****SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS, AS PER TERMS OF REFERENCE LAID DOWN IN BID DOCUMENTS****A. SUMMARY OF FINANCIAL BID**

S. No.	Particulars	Amount
I	II	III
1.	Professional Fee (B)	
2.	Out of Pocket Expenses (C)	
	Total	

(Amount in Words – including all the taxes)

B. PERSONNEL INPUTS AND PROFESSIONAL FEE

S. No.	Name	Position	Number	Input Months	Rate (Per Month)	Amount (IV × V × VI)
I	II	III	IV	V	VI	VII
1.		Resident Engineer	1	14		
2.		Quantity Surveyor	3	14		
3.		Material Engineer	1	14		
4.		Assistant Resident Engineer	2	14		
			5	8		
5.	Field Engineer	—	2	14		
				13	8	
6.	Lab Technician	—	2	14		
				10	8	
7.	Office Support Staff	a. Office Manager / Accountant	1	14		
		b. Computer Operator	2	14		
		c.		14		
		d.		14		
Total						

Note: (i) Professional fee payable to the personnel shall be inclusive of all the expenses and taxes.

(ii) Remuneration payable to the office support staff shall be inclusive of all the expenses.

(ii) Bidder shall also give the position and number of office support staff in column number III & IV in the above table.

C. OUT OF POCKET EXPENSES

Particulars	Number	Input Months	Rate (Per Month)	Amount (II × III × IV)
I	II	III	IV	V
A. Transport				
i. Incidental Transport Cost	Lumpsum	14		
ii. Four Wheeler Rental	2	14		
iii. Two Wheeler Rental	7	14		
iv. Two Wheeler Rental	18	8		
B. Other Expenses (RE Office)				
i. Office space including office furnishing furniture, computers, photo copiers, printers, and other office equipment etc.	Lumpsum	14		
ii. Recurring expenses such as office consumables and stationery, telephone, fax, courier, reports, documentation, photo copying, printing etc.	Lumpsum	14		
Total				

Note:

1. The items shown in the above table are indicative and describe the minimum requirement. If the consultant feels that other expenses should also be included, he may do so by quoting the rate for the same.
2. The number of persons/vehicles months shown in the above table is the minimum required for the project.

PAYMENT SCHEDULE

**SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION
WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS
HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS, AS PER
TERMS OF REFERENCE LAID DOWN IN BID DOCUMENTS**

Payments shall be made to the Consultant on man month basis duly certified by the PIUs as provided in the financial bid:

Note:

1. *Monthly payment shall be made to the consultant.*
2. *Recovery of five (5%) percent as security deposit and other usual statutory deductions shall be made from each payment.*

LIST OF SANCTIONED BUILDINGS UNDER RMSA**(RASHTRIYA MADHYAMIK SHIKSHA ABHIYAN)****EDUCATION DEPARTMENT**

Name of P.I.U. in Cluster – 1	Name of Districts under PIU	Buildings Sanctioned			Sanctioned Amount Rs. in Lakh	Remark
		High School	Model School	Girls Hostel		
Indore	Indore	4	0	0		
	Dhar	6	0	0		
	Jhabua	1	0	0		
	Dewas	9	0	0		
Total	4	20	0	0	1120.00	
Ujjain	Ujjain	8	0	0		
	Ratlam	2	0	0		
	Mandsaur	7	0	0		
	Neemuch	1	0	0		
	Shajapur	8	0	0		
Total	5	26	0	0	1456.00	
Khandwa	Khandwa	16	3	3		
	Khargone	6	0	0		
	Badwani	2	0	0		
	Burhanpur	19	2	2		
Total	4	43	5	5	4083.00	
Grand Total	13	89	5	5	6659.00	

BIDDER'S ORGANISATIONAL STRUCTURE

1. Name of Firm / Organization
2. Head Office Address
Cable Address
Telephone No.
Mobile No.
3. Local/Regional Address (if any)
Cable Address
Telephone No.
Mobile No.
4.

Name of Partners	Percentage of Stake
a.	
b.	
c.	
d.	
e.	
5. Firm/Organization's Registration Certificate No. _____ (Date) _____
(Attach certified copy of registration)
6. Permanent Account Number:
7. Registration Number and Date for Service Tax:
8. Self attested copies of original documents defining the constitution or legal status (Partnership Deed/Article of Association/Memorandum of Association), place of registration, and principal place of business; written power of attorney of the authorized signatory of the bid to commit the bidders;

**UNCONDITIONAL BANK GUARANTEE
FOR
PERFORMANCE SECURITY
(To be issued by Nationalised Bank)**

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

1. In consideration of the..... (hereinafter referred to as “the Client”) having agreed to exempt M/s.....(hereinafter referred to as “the Consultants”) from the demand, under the terms and conditions of agreement dated..... made between And (hereinafter called “the Agreement”) for performance security for the due fulfilment by the said Consultants of the terms and conditions contained in the said agreement on production of Bank Guarantee for ₹..... (in figures) ₹..... (in words) only. We..... (hereinafter referred to as “the Bank”) do hereby undertake to pay to Client an amount not exceeding ₹..... against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultants of any of the terms and conditions contained in the said agreement.

2. We..... (Bank), having its head office at..... do hereby guarantee and undertake to pay the amount due and payable under this guarantee without any demure merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or suffered by the Client by reason of any breach by the said Consultants of any of the terms and conditions contained in the said agreement or by reason of the Consultants' failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹..... (in figures) ₹(in words)

3. We (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Client under or by virtue of the said agreement have been fully paid and its claim satisfied or till Client certifies that the terms of the said agreement have been fully and properly carried out by the said Consultants and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made in writing on or before (date) we shall be discharged from all liability under this guarantee thereafter.

4. We..... (Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without effecting in any manner obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultants from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultants and to force-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liabilities by reason of any such variation or extension having granted to the said Consultants for any forbearance act or commission on the part of the Client or any indulgence by the Client of the said Consultants or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. We (Bank) hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in Madhya Pradesh.
6. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Client in writing.

Dated the.....day of.....20..... at.....

WITNESS

(Signature)

(Signature)

(Name)

(Name)

**Official Address & Designation
(with bank stamp)**

Attorney as per Power of
Dated _____ Number _____

AGREEMENT

SUPERVISION AND QUALITY CONTROL CONSULTANCY FOR CONSTRUCTION WORK OF 89 HIGH SCHOOLS (HS), 05 MODEL SCHOOLS (MS) AND 05 GIRLS HOSTELS (GH) IN 13 DISTRICTS UNDER INDORE, UJJAIN & KHANDWA PIUS, AS PER TERMS OF REFERENCE LAID DOWN IN BID DOCUMENTS

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of, 2011, between, on the one hand, the Executive Director **Environmental Planning & Coordination Organization**, Paryavaran Parisar, E- 5, Arera Colony, Bhopal (hereinafter called the “**the Client**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, Supervision and Quality Control Consultant **M/s** (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Client vide its Request for Proposal (RFP) dated _____ invited bids from empanelled Supervision and Quality Control consultants for Supervision and Quality Control (hereinafter called the “**Services**”) of construction of 89 High Schools (HS), 5 Model Schools (MS) and 5 Girls Hostels (GH) in Cluster-1(Indore, Ujjain & Khandwa PIUs), Madhya Pradesh (hereinafter called the “**Project**”).
- (B) The Consultant submitted its bid for the aforesaid project, whereby the Consultant represented to the Client that it had the required professional skills, and in the said bid, the Consultant also agreed to provide the Services to the Client on the terms and conditions as set forth in the RFP, Letter of Invitation, Terms of Reference and this Agreement;
- (C) The Client, on acceptance of the aforesaid bid of the Consultant, awarded the Consultancy to the Consultant vide its acceptance letter No. dated; and
- (D) In pursuance of the acceptance letter, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

A Project Co-ordination Committee shall be constituted as follows:

- Executive Director of Environmental Planning & Coordination Organization (EPCO) or his representative
- Consultant or his authorized representative
- Project Director, Project Monitoring Unit of M.P. Public Works Department or his representative

The Project Coordination Committee shall make all the efforts to avoid unreasonable delay in the progress of the work. Committee will meet as and when required and will resolve the issues related to Consultant, Client, Civil Contractor and Project Implementation Unit (PIU). The Director General, EPCO shall, if need be, over see that both the PIUs and Consultant follow the sound principles involved. For this purpose, he himself or his representative may convene meeting of the Project Coordination Committee at any time.

1.1 Definitions and Interpretation

1.1.1 The words and expressions defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexures;
- (c) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (d) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (e) “Dispute” shall have the meaning set forth in Clause 10.2;
- (f) “Effective Date” means the date on which the work order is issued after execution of this Agreement;
- (g) “Government” means the Government of Madhya Pradesh;
- (h) “INR, Re. or ₹” means Indian Rupee;
- (i) “Personnel” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (j) “Party” means the Client or the Consultant, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (l) “RFP” means the Request for Proposal for Supervision and Quality Control consultancy, letter of invitation, terms of reference etc. in response to which the Consultant’s bid for providing Services was accepted;
- (m) “Third Party” means any person or entity other than the Client and the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addendum issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Request for Proposal for Supervision and Quality Control Consultancy;
- (b) Letter of Invitation;
- (c) Terms of Reference;
- (d) Technical bid;
- (e) Financial Bid and Schedule of Payment;
- (f) Letter of Acceptance; and
- (g) Agreement.

1.1 Relation between the Parties

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

1.2 Rights and obligations

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Agreement; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of this Agreement; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.3 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English or Hindi language.

1.5 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Client;
- (b) in the case of the Client, be given by facsimile and by letter delivered by hand and be addressed to the Client with a copy delivered to the Client's Representative set out below or to such other person as the Client may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Bhopal it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.6 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.7 Authorized representatives

1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the officials specified in this Clause.

1.7.2 The Client may, from time to time, also designate one of its officials as the Client's Representative which will be nominated by the Executive Director EPCO, Bhopal.

1.7.3 The Consultant may designate Resident Engineer as Consultant's Representative unless otherwise notified:

1.8 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date on which the work order shall be given to the Consultant pursuant to this agreement..

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the date of work order unless otherwise agreed to by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Client may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire on satisfactory completion of services.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are

abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes the 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 any event (i) which is caused by the negligence or intentional action of a Party or its agents or employees and (ii) any event which a diligent party could reasonably have been expected to foresee (taken into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations hereunder).
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

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 fulfil 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.

- (d) the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; or
- (e) any document, information, data or statement submitted by the Consultant in its bid, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- (f) as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant 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 this Clause), terminate this Agreement if:

- (a) the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Client of the Consultant's notice specifying such breach; or
- (c) as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided respectively by Clauses 3.9 and 3.10 hereof.

2.9.5 Payment upon Termination

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

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-I of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the prescribed time schedule.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that his Personnel and agents comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest with the Client and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement;
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commission, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall ensure that its Personnel and agents similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the **"Prohibited Practices"**). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Agreement. In such an event, the Client shall forfeit and appropriate the performance security and security deposit, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Client under Clause 3.2.5 above and the other rights and remedies which the Client may have under this Agreement, if the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from

the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Client in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultant and its Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client’s employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Client.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Client

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Client's property, shall 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 services made or expected to be made to the consultant hereunder, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4.4 Consultant or their personnel, if found to be involved in the gross negligence or wilful misconduct which cause damage to the interests of the Client, shall be liable to the damages jointly and severally with the works contractor. The consultant or their personnel may also be subjected to the penal action under M.P. Vinirdishtta Bhrashtachar Acharana Nivaran Adhiniyam 1982 and the relevant applicable laws.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as are specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall, apart from having other recourse available under this

Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client.

- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the contract amount
- (c) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant, 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 all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.
- (d) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of vehicles operated by the consultant or their personnel or his personnel for the period of the agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) 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 basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) Permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultant’s actions requiring the Client's prior approval

The Consultant shall obtain the Client's prior approval in writing before appointing such members of the Professional Personnel as are not listed in Annexure – I and any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Client the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Client

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Client.

3.10 Equipment and materials furnished by the Client

Equipment and materials made available to the Consultant by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Client, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Client. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Client in writing, insure them for an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Client, duly authorized officials of the Client, and officials from PIU are provided unrestricted access to the Project Office and to all Personnel during office hours. Any such official of Client/PIU shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

3.12.1 The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Client against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

3.12.2 The survey control points established by consultant shall be protected by consultant till completion of consultancy services.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services under the RFP.

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annexure – I of RFP Document.
- 4.2.2 The schedule of deployment of Assistant Resident Engineers, Field Engineers and Lab Technicians given in the TOR shall be rescheduled before the issue of work order by the Client in consultation with the PIU and the Consultant. The Consultant shall deploy the above personnel according to the schedule so approved.
- 4.2.4 During the assignment period deployment of Assistant Resident Engineers, Field Engineers and Lab Technicians shall be as per the requirement of civil works under execution. In case of any reduction in deployment, no payment of fee shall be made for the Assistant Resident Engineers, Field Engineers and Lab Technicians so reduced.

However, in case of any increase payment for Assistant Resident Engineers, Field Engineers and Lab Technicians so increased shall be made at the rates shown in the financial bid.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annexure – I of RFP document shall be approved by the Client. No other Professional Personnel shall be engaged without prior approval of the Client/PIU.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Client/PIU its proposal along with a CV of such person in the form provided in Annexure – III of RFP document. Client/PIU may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Client's/PIUs consideration.

4.4 Substitution of Key Personnel

The Client/PIU expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.

4.5 Resident Engineer

The person designated as the Resident Engineer of the Consultant's Personnel shall be responsible for the coordination, timely and efficient functioning of the Personnel.

4.6 Expert Services

Apart from the staff, as mentioned in Annexure – I of RFP document, Consultant will have to deploy expert services like Structural Engineer and Architect etc as per the need of the project.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Client shall make best efforts to:

- (a) provide the Consultant, and its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) 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.

5.2 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement as per payment schedule in Annexure VI of RFP Document.

6. PAYMENT TO THE CONSULTANT

6.1 Currency of payment

All payments shall be made in Indian Rupee.

6.2 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule in Annexure-VI of RFP Document.
- (b) The Client shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt of the bills duly certified by the PIU with necessary particulars.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, have been submitted by the Consultant 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 upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Client unless the Client, within such 90 (ninety) days period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

7. Deliverables

The Consultant shall prepare and submit to Client the following reports and documents in English and in the format approved by Client in hard copies in numbers indicated under the respective reports. Each hard copy shall be accompanied with an electronic copy on a CD. Electronic copies shall be in Word and Adobe PDF format. All reports and documents relevant to the services, including maps, field survey notes, shall become the property of Client.

- (a) Inception Report
- (b) Monthly Progress Reports
- (c) Detailed Progress Reports
- (d) Final Completion Report
- (e) Special Reports

8. LIQUIDATED DAMAGES AND PENALTIES

8.1 Performance Security

8.1.1 The consultant will furnish within 07 days of the issue of acceptance letter, an unconditional bank guarantee of a nationalized bank for an amount equivalent to 5 % of the amount of consultancy contract as performance security valid for 90 days after expiry of assignment period. The bank guaranteed will be released by Client after 90 days on completion of services duly certified by the PIU.

8.2 Liquidated Damages

8.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 8% (eight percent) of the Contract amount.

8.2.2 Liquidated Damages for delay

In case of delay in satisfactory completion of the works attributable to Consultant beyond the stipulated period, Consultant shall be liable to pay penalty @0.05% (one twentieth percent) per calendar day subject to a maximum of 2.5% (two and half percent) of contract amount. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by the client is liable to be forfeited.

8.2.3 Encashment and appropriation of Performance Security and Security Deposit

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security and Security Deposit in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.2.

8.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.2, warning may be issued to the Consultant for minor deficiencies on his part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client. The delay and the penalty there upon shall be determined by the Project Coordination Committee for non fulfilment of proper Services.

9. FAIRNESS AND GOOD FAITH

9.1 Good Faith

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

9.2 Operation of the Agreement

The Parties recognize that it is not possible to provide for every contingency in this Agreement which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall be subject to arbitration in accordance with Clause 10 hereof.

10. SETTLEMENT OF DISPUTES

10.1 Amicable settlement

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

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3 Arbitration

10.3.1 Any Dispute, which is not resolved amicably by conciliation, shall be referred to the DIRECTOR GENERAL EPCO who shall obtain report of the Project Coordination Committee and shall give his decision within 30 days. Any party, which is not satisfied with the decision of the DIRECTOR GENERAL EPCO, shall refer the matter to a board of arbitrators appointed in accordance with clause 10.3.2 for final decision. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Bhopal and the language of arbitration proceedings shall be English.

10.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

10.3.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

10.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of M/s		For and on behalf of Environmental Planning & Coordination Organization Bhopal	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
	(Fax No.)		(Fax No.)
In the presence of: (Witness)			
1.		2.	