

REQUEST FOR PROPOSAL
FOR
APPOINTMENT OF
INDEPENDENT ENGINEER
FOR
DEVELOPMENT OF MAJOR DISTRICT
ROADS ON BOT(TOLL), (TOLL +
ANNUITY) & (ANNUITY) BASIS
(UNDER GWALIOR DIVISION)

REQUEST FOR PROPOSAL (RFP)

SECTION 1: INFORMATION TO CONSULTANTS

Sub.: Independent Engineer services for: Development of major district roads on BOT (Toll), (Toll +Annuity & (Annuity) Basis (Under Gwalior Division)

GENERAL:-

- The MP ROAD DEVELOPMENT CORPORATION (MPRDC) invites proposals from consulting firms for engaging as Independent Engineer (IE) on the basis of International Competitive Bidding for the following roads under Gwalior division in the State of Madhya Pradesh under DBFOT pattern on BOT (Toll +Annuity) & (Annuity) basis.

TABLE 1: PROJECT-DETAILS

S. No.	Name of Road	Length (Km)	Total Cost (Rs Cr)	District	Pkg Cost to be borne by developer (Rs Cr)	Package Length
1	Ambha Pinhat	23.12	40.15	Morena	158.08	91.34
2	Tekna-Manpur-Rameshwar	19.41	32.61	Shepur		
3	Nadigaon-Seondha	23.27	42.43	Bhind		
4	Satanbada to Narwar	25.54	46.26	Shivpuri		
5	Sheopur-Baroda-Kawajapur (BOT (Toll+Annuity)	32.29	61.80	Sheopur	60.43	32.29
6	Umari-Phoop Pratapur(BOT (Toll+Annuity)	43.67	75.29	Bhind	73.68	43.67
7	Datia-Bhander (BOT (Toll+Annuity)	29.17	52.83	Datia	51.17	29.17
8	Ashoknagar-Vidisha (BOT (Toll)	35.68	87.06	Ashoknagar	85.44	35.68
9	JawasaSunarpura	22.63	39.51	Bhind	79.39	44.66
10	Oawai-Prithvipura	22.03	41.26	Bhind		

	Total	276.81	519.20		508.73	276.81
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2. Deleted
3. The proposal shall be submitted in English Language and all correspondence would be in the same language.
4. The DBFOT projects basically constitute up-gradation involving construction of intermediate/two lane highway including Bridges; widening and rehabilitation of bridges and culverts; construction of high embankment/elevated structures/ROBs wayside amenities etc. along the existing highways including provision of realignment and bypasses. The proposed construction works will involve use of modern equipment and construction practices/techniques.
5. MPRDC intends to appoint a Consultant to act as Independent Engineer for of the Concession implementation of this DBFOT project. As per the Terms and Conditions Agreement (s) ,the Independent Engineer is broadly required to: (i) independently review activities associated with design, design review, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of both MPRDC and Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement (ii) report to MPRDC on the Financial, Technical and physical progress of implementation aspects of the project, (iii) assist the parties in arriving at an amicable settlement of disputes, if any. The selection of Independent Engineer shall follow the laid down procedure given in the Concession Agreement signed between MPRDC and the Concessionaire for this DBFOT project.
6. The interested eligible consultancy firms may obtain the RFP from MPRDC office from address given below w.e.f. 03.01.2012.on all working days within 1030 hrs and 1730 hrs. IST by payment of non-refundable Demand Draft amounting to ` 25,000/- (Rupees twenty five thousand only) per division drawn in favour of “MPRDC” payable at any Nationalized Bank in Bhopal. The RFP document is also available on MPRDC website. The Consultant who download the RFP document

from the website will be required to pay the non- refundable fee of Rs. 25,000/- at the time of the submission of the Bid proposal.

Documents can also be obtained by post/courier upon a written request accompanied by document fee plus Rs. 500/- for postal and related charges. MPRDC will not be responsible for any delay in receiving the application.

MPRDC reserves the right to accept/reject any or all application without assigning any reason thereof or can annul the tender process at any time.

7. The proposal should be submitted by eligible consultancy firm in two parts in two separate envelopes/package duly marked and put together in one single outer envelope/package. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. For a given DBFOT Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). *The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score and 5 top qualified firms shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. The firms in conflict of interest shall be substituted by next ranking firm not having conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such five firms as selected above shall be opened and evaluated.* The weightage of Technical and Financial score shall be 70% & 30% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.
8. The total time period for the assignment as Independent Consultant will be for **30** Months.
9. Deleted
10. Deleted

11. MPRDC will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, MPRDC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
12. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents. with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted). All figures quoted in the Financial Proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, MPRDC may reject the Proposal.
13. RFP submission must be received not later than **1500 hrs on 31.01.2012** in the manner specified in the RFP document at the address given below.

**Managing Director,
MP Road Development Corporation Ltd
16-A, Arera Hills, Bhopal -11 (Madhya Pradesh)
PH. 0755-2765205, 2765196
Fax: 0755-2572643**

SECTION 2. LETTER OF INVITATION

1 INTRODUCTION

- 1.1 Consulting firms are hereby invited to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the MPRDC.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 The assignment shall be implemented in various stages such as Design, Construction supervision, and Operation and Maintenance supervision. Continuation of services for the next stage shall be subject to satisfactory performance of the previous stage, as determined by the MPRDC.
- 1.4 You are encouraged to inform yourself fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) MPRDC is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.6 We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project Highway as its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.7 Those Consultants who were engaged by Ministry/ MPRDC for the above project as Design Consultants for preparation of Detail Project Reports (for any of the road under the package) shall not be permitted to submit proposal for providing the consultancy services as Independent Consultant for the same project either individually or in JV with other firms. No firm will be

awarded more than 3 packages. One consultant can bid two packages from one team and the work will be awarded on the basis of least cost basis.

- 1.8 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.9 It is the MPRDC's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the MPRDC:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent,

engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - (d) will have the right to require that a provision be included requiring consultants to permit the MPRDC to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of MPRDC.
- 1.10 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants

who do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

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

2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on MPRDC website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 You are requested to submit your proposal in Two Parts using but not limited to the formats enclosed herewith (refer section 3,4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

Part 1: Technical Proposal and

Part 2: Financial Proposal.

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by

written Power of Attorney duly notarized to be submitted with the proposal. In case of J.V., a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

Part 1: Technical Proposal

- 3.2 You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
- i. The man-months for the assignment as stated in the Terms of Reference.
 - ii. The eligible Consultants should prefer to field as many of their permanent staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed/consultant with the firm prior to the month during which this Tender Notice is issued. Please enclose evidence undertaking/certificate from the person concerned in this regard. More weightage will be given to those key personnel who are employed/consultant with more years with the firm.
 - iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
 - iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
 - v. Deleted
 - vi. Deleted
 - vii Deleted

viii For Key Personnel e.g. Team Leader, Highway Design cum Pavement Engineer and Road Safety Expert, the Consultants should prefer candidates having worked on Road Projects. Such personnel shall be rated higher than the candidates having no such experience at all”.

3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 &4.

- i. A brief description of the firm’s organisation and an outline of recent experience of the Consultants and, in the case only one partner of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm’s involvement. ***The details of assignments on hand shall also be furnished.*** Associate consultant’s involvement after selection is allowed.
- ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
- iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- iv. Requirement for submission of CVs.
 - a. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm.
 - b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref.

Enclosure- B of TOR). If any information is found incorrect, action may be taken by MPRDC on the personnel and the Firm.

- c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
- d. Deleted
- e. All the CVs which are to be evaluated should be completed in all respects including signing and certification by the individual and the firm. In order to overcome the difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, maximum 3 CVs with scanned signatures of the candidates on all pages shall be permitted. However, the authorized representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.
- f. If a CV scores less than 60% marks, whatever marks it scores will be carried forward for determining the total score of the firm. However, if the Key Personnel does not fulfil the minimum academic qualification (as mentioned at Enclosure-B of ToR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfil the minimum qualification related to experience (as mentioned at Enclosure-B of ToR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key personnel will be carried forward for determining the total score of the firm. In case, a firm is H-1, then such Key personnel (whose CV scores less than 60% or who does not fulfil the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per Clause 4.5(c) of the contract for consultancy services.

- v. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
 - vi. Any additional information.
- 3.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

- 3.6 Your Financial Proposal must submit as per formats annexed at Appendix C -1 of this RFP. The number of man month requirements are shown in Appendix C-3. The payments to consultant shall be made as per Financial Proposal accepted by MPRDC after negotiations. However the Fee of Key Personnel, Sub-Professional Personnel, support staff and miscellaneous cost shall be paid with an increase @8% per annum. The word “Year” will mean a period of 12 months in respect of calendar months or financial months. For the purpose evaluation ,the quoted initial rate shall be multiplied by the total time input for each position i.e. without considering the billing rates. However, Service tax will be included in it for the purpose of evaluation.
- 3.7 The Financial Proposal includes all, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government’s country); unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the Local currency (Indian Rupees). For evaluation purposes, the client shall consider 1US\$=Rs.45/- and I Euro = Rs.63 /- (This will be the exchange rates rounded off to nearest Rupee applicable at the time of RFP invitation). The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Service tax as applicable shall be reimbursed to the Consultants.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 4.2 All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority as specified in Para 3.1 of LOI given above.
- 4.3 You must submit one 'ORIGINAL' proposal only. The financial proposal for each intended project shall be sealed separately and duly marked on the envelope containing it showing the name of the project, package no. etc. The envelope must be clearly marked.

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE”

- 4.4 This outer envelope shall include two separate envelopes, each clearly marked as “Part 1: Technical Proposal” or “Part 2: Financial Proposal”.
- 4.5 The proposal must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document - spiral bound form, loose form, etc. will be not accepted) with all pages numbered serially, along with an index of submissions. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape
- 4.6 Your completed proposal must be delivered on or before the time and date stated in the data sheet.

5 PROPOSAL EVALUATION

- 5.1 A two -stage procedure shall be adopted in evaluating the proposals.

Firms Eligible to apply:

- 5.2 MPRDC invites Request for Proposal (RFP) for BOT projects from consulting engineering firms.

Technical Proposal

- 5.3 The Evaluation Committee appointed by the MPRDC shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 75 points to be considered responsive. The Authority shall shortlist qualified eligible firms on the basis of their technical score.

Financial Proposal

- 5.4 After the evaluation of Technical Proposals is completed and the shortlist of qualified eligible firms is finalised, MPRDC may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned unopened after completing the selection process. The MPRDC shall simultaneously notify the finally selected qualified shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive or correct without any computational errors).

- 5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the proposals shall be computed as follows : $Sf = 100 \times Fm/F$ (F-amount of financial proposal).
- 5.8 Proposals shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the data sheet.

6 NEGOTIATIONS

- 6.1 Prior to the expiration period of validity of proposal, the MPRDC shall notify the successful firm who submitted the highest scoring proposal in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest Technical score lower financial offer shall be invited first for negotiations.
- 6.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the ToR. Agreement must then be reached on the final ToR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the MPRDC to ensure satisfactory implementation of the assignment.
- 6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial

negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- 6.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates.
- 6.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the MPRDC expects to negotiate, a contract on the basis of the staff named in the proposal and prior to contract negotiations, will require assurance that the staff shall be actually available. MPRDC shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reason of health/death. Substitution for any other reason shall attract reduction in the remuneration of the key personnel.

Generally, replacement of Key Personnel by the Consultants shall not be permitted, but under unavoidable circumstances 10% remuneration shall be deducted each time and such replacement can be by equal or better personal. But MPRDC may ask for replacement due to poor performance of key personnel, in such case no reduction of remuneration in replacement for equal competent key personnel, shall be done. Any key personnel may be called for interview and verification of CV.

- 6.7 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age & Qualifications) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The MPRDC and the firm will finalise the contract to conclude negotiations
- 6.8 In case negotiations fail with the first invited firm, the second highest ranking firm shall be invited and the same procedure shall be followed until successful negotiations are concluded.

7 AWARD OF CONTRACT

- 7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

8. CONFIRMATION OF RECEIPT

- 8.1 We shall appreciate your informing us by Fax/Letter:
- (i) Receipt of the LoI, and
 - (ii) Whether or not you will submit a proposal

DATA SHEET

(As Mentioned in Information to Consultants)

Sub clause No. in Information to Consultants

- 1.1 Deleted**
- 1.4 Pre-Proposal Conference shall be held at: MPRDC HQ on 19.01.2012 at 1100 hrs.**
- 1.12 The proposal shall be valid for 120 days after the last date of submission.
- 2.1 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:
- Managing Director,
MP Road Development Corporation Ltd
16-A, Arera Hills, Bhopal -11
(Madhya Pradesh)
PH. 0755-2765205, 2765196
Fax: 0755-2572643**
- 3.1 **The Language** of documents and correspondence will be English
- 3.3 **The proposals are invited from consulting firms.** However, any eligible firm can have Sub-consultants or Associates. In case of association/sub-consultant the experience of associated firm/sub-consultant shall not be counted whereas the key personnel of the associated firm would be considered for evaluation. All the personnel shall have working knowledge of English and all the reports etc shall be written in English.
- 3.7 MPRDC shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.
- 3.8 The Consultants to state local cost in INR.

4.6 The time and date of submission: **1500 hrs. on 31.01.2012**

5.3 **The points assigned to Technical Evaluation criteria are:**

S. No.	Description	Marks
1	Relevant experience for the assignment	25
2	The quality of methodology and work plan proposed	15
3	Qualifications and competence of the key staff for the	60
	Total	100

(i) Sub criteria for Relevant Experience of the firm for the assignment

Year of Establishment of the Firm (In case of JV year of establishment of LM shall be considered) >20 = 2, 10-20 = 1 & >10 = 0	2
Average Annual Turnover* (last 3 years) up to 31.03.2011 from consultancy business Annual turnover (average of last 3 years or in each of the preceding two years) of the firm should be equal to or more than Rs. 1.00 crores. * Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned. >1.5 = 2, 1.0 - 1.5 = 1 & >1.0 = 0	2
Experience as Independent Engineer/Construction Supervision in Road Projects of length 100 km. of single lane road work in single project and 200 km. cumulative during 3 years	15
Experience in Feasibility Study/DPR preparation for Road Projects (length converted to single lane) >3000 km. = 6, 2000 to 3000 = 4 & <2000 = 2	6

Employer's certificate should be submitted substantiating the experience claimed by the firm.

*Work orders for completed / ongoing assignment to be submitted.

(ii) Sub criteria for Adequacy of the proposed work plan and methodology in response to the ToR.

Comments & Suggestions on TOR	3
Quality of Approach and Methodology	8
Work Programme & Manning Schedule	4

- (iii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:-

S. No.	Staff Position	Marks	Remark
1	Team Leader –cum- Senior Highway Engineer	20	TL office will be at Ujjain and key personnel will be in-charge of all roads/packages of assignment
2	Bridge Design-cum- Bridge Engineer	10	
3	Highway Design-cum- Pavement Engineer	10	
4	Material Engineer	10	
5	Road safety expert	05	
6	Legal Expert	05	
	Total	60	

Sub criteria for qualification of key Personnel (i.e. Professional staff)

General qualifications	25
Adequacy for the project	70
Association with firm	5
Total	100

The technical proposal should score at least 75 points to be considered responsive for financial evaluation.

5.6 The single currency for price conversion is INR. For evaluation of bid proposals, the foreign currency conversation rate of 1US Dollar = Rs.45/- and 1 Euro = Rs.63/- shall be used.

5.8 The weightage given to technical proposal is **70%**.

The weightage given to financial proposal is **30%**.

7.2 Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

Remarks: Based on experience and the Consulting Industry's Capacity, Project specific requirement etc., MPRDC may modify the above criteria for Selection of IE.

SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last three years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2008-09 , FY 2009-10 and FY 2010-11). For claiming experience of Road projects completion ongoing certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

The following information related to the firm should be provided in the proposal.

- i. Name of the package applied for:-
- ii. Year of establishment of firm *

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual / Lead Partner (of JV)						

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

- *Copy of Certificate of incorporation shall be submitted. iii. Office/Business (iii) Address/Telephone nos./Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two(2) principals who may be contacted with title and telephone number/fax number.
- vi. Financial Statement of the last three years. **

RFP document for Independent Engineer for roads under Gwalior Division

S. No	Particulars	2010-11	2009-10	2008-09
i.	Annual turnover from Consulting business			

**a) The amount shall be stated in INR. (Consider 1US Dollar = Rs.45/- and 1 Euro = Rs.63/-) b) The currency conversion rate for the respective years shall be mentioned for other international currencies.

c) Balance Sheet/ Auditor Certificate of last 3 years (,2008-09, 2009-10 and 2010-11) shall be submitted as evidence of Annual Turnover.

vii. Experience as Independent Consultant/Construction supervision of Road projects.

S. No.	Project Name/Year Sole consultant/ prime consultant of JV/ minor consultant of JV/ or sub consultant / as Associate consultant	Type of Services Rendered	Description of Road Project/ Length (kms)	Client (with complete address, contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of JV)	Approx cost of Road Project	Period
1	2	3	4	5	6	7	8
A. Completed/ Substantially completed projects: 1. 2. 3. B. Projects in progress: 1. 2. 3.							

RFP document for Independent Engineer for roads under Gwalior Division

viii. Experience in DPR preparation.***

S. No.	Project Name/Year Sole consultant/ prime consultant of JV/ minor consultant of JV/ or sub consultant / as Associate consultant (Road/Highway projects with or without bridges)	Type of Services Rendered	Length of project (kms)	Client (with complete address, contact person, telephone Nos. and Fax Nos.)	Fee in INR (Applicant's share in case of JV)	Period
1	2	3	4	5	6	8

*** a) Only those projects, to be included in the table which are Road Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.

b) The details of bridges having length more than 60m in the listed projects is to be specifically mentioned.

c) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. In case it was a lead firm, it would get 75% weightage; if it was the other partner in a Consortium of two firms or an associate, it would get 40% weightage for the respective assignment"

(ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

S. No	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment
			Sole, Lead/ Other in JV or sub-consultant			
(1)	(2)	(3)	(4)	(5)	(6)	(7)

SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the MPRDC.
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team member
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.

APPENDIX B-1

Technical proposal submission form.

FROM (Name of Firm)

To: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for engagement as
IE for the Three roads under Package-II

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

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

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

We remain,
Yours sincerely,

Managing Director/Head of the firm *
Name of the firm
Address

*Lead Member in case of JV

**APPENDIX B-2 : COMMENT AND SUGGESTIONS OF CONSULTANTS ON
THE TERMS OF REFERENCE AND ON SERVICES
AND FACILITIES TO BE PROVIDED BY THE MPRDC**

On the Terms of Reference (not more than one page):

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

On the services and facilities to be provided by the MPRDC (not more than one page)

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

**APPENDIX B-3 : APPROACH PAPER ON METHODOLOGY AND
WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

(not more than six pages)

**APPENDIX B-4 : COMPOSITION OF THE TEAM PERSONNEL,
AND TASK(S) OF EACH TEAM MEMBER**

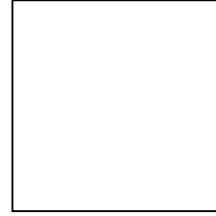
1. Key Persons

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

2. For All positions (TBN)

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

**APPENDIX B-5 : FORMAT OF CURRICULUM VITAE (CV)
FOR PROPOSED PROFESSIONAL STAFF**



Proposed Position :

Name of Firm

Name of Staff :

Profession

Date of Birth :

Years with Firm/Entity :

Nationality :

Membership of Professional Societies

Detailed Task Assigned :

Education :

[Summarise college/university and other specialised education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Key Qualifications :

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

Employment Record :

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in

last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages :

[For English language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing]

Summary of Qualification & Experience vis-à-vis the requirements as per TOR

Requirements as per TOR (Enclosure-B)	Possessed by the Staff Member	Break-up of experience	
		Brief Description of Project	Man-months provided

Certification by the Candidate

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and MPRDC would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have never been debarred by NHAI/MPRDC. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, MPRDC would be at liberty to debar me from taking any assignment in any of the MPRDC works for an appropriate period of time to be decided by MPRDC. I have no objection if my services are extended by MPRDC for this work in future.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Note : CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client do not exceed 3 (three).

.....

Date

(Day/Month/Year)

Certification by the firm

The undersigned on behalf of -----(name of consulting firm) certify that Shri ----- (name of the proposed personnel and address) to the best of our knowledge has never been debarred by NHAI/MPRDC. We understand that if the information about leaving the past assignment is known to MPRDC, MPRDC would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by MPRDC.

.....

Date : (Day/Month/Year)

[Signature of staff member or authorised representative of the Firm]

Note:

-

- a) **Personnel is to affix his recent photograph on first page of CV.**
- b) **Complete address and phone number of the Personnel is to be provided.**
- c) **Document for proof of age is to be enclosed.**
- d) **Document for proof of qualification is to be enclosed.**
- e) **Age of the personnel shall not be more than as specified.**

APPENDIX B-6: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

A. Activity Schedule

Sl. No.	Name	Position	Month-wise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are months from the start of assignment]</i>												Number of Months
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th and subsequent	
1															Subtotal
2															Subtotal
3															Subtotal
4															Subtotal
-															-
-															-

APPENDIX B-7 : ACTIVITY (WORKS) SCHEDULE

A. Activity Schedule

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

B. Completion and Submission of Reports

S.No	Reports :	Programme : (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as Completion Report	

SECTION 5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial proposal submission form

Appendix C-2 Summary of costs

Appendix C-3 Breakdown of local currency costs

Appendix C-4

APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM

FROM : (Name of Firm)

TO :

Managing Director,
MP Road Development Corpn. Ltd.
Bhopal.

Subject :

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes but excluding Service Tax which we have estimated at (Amount in Words and Figures).

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Managing Director/Head of the firm

* Name of the firm

Address

*Lead Member in case of JV

APPENDIX C-2 : SUMMARY OF COSTS

No.	Description	Amount (:LC)*
	Local Consultants	
I	Remuneration for Local Professional Staff	
II	Out of Pocket Expenses	
III	Miscellaneous Expenses	
	Consultancy Service Tax Payable in India	
	Total Costs (Including Tax)	

LC* Local Currency

Note: Payments will be made as per stipulations of the Conditions of Contract.

Consultant should quote out of pocket expenses and miscellaneous expenses for all RE offices and TL office.

APPENDIX C-3 : BREAKDOWN OF LOCAL CURRENCY COSTS**I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF**

No.	Position	Name	Year 1-4		Remark	
			Rate	No. of man-months*		Amount
	Key Personnel (Professional Staff)					
1.	Team Leader Cum Senior Highway Engineer for both roads			27		Team Leader office will be at concerned divisional head quarter
2.	Bridge Design Cum Bridge Engineer			24		
3.	Highway Design Cum Pavement Engineer			24		
4.	Material Engineer			24		
5.	Road Safety Expert			04		
6.	Legal Expert			03		
	Sub – Total					
	Sub-professional for both the roads					
1.	Resident Engineer Pkg-1			24		Resident Engineer's office will be at any suitable places on the project highway of concerned package.
2.	Resident Engineer Pkg-2			24		
3.	Resident Engineer Pkg-3			24		
4.	Resident Engineer Pkg-4			24		
5.	Resident Engineer Pkg. 5			24		
6.	Resident Engineer Pkg. 6			24		
5.	Asstt. Highway Engineer	TBN		6x24		1 for each RE office
6.	Survey Engineer (per road)	TBN		12x24		2 for each RE office
7.	CAD Expert	TBN		7x24		1 for TL office and 1 for each RE office

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8.	Assistant Bridge Engineer	TBN		6x24		1 for each RE office
9.	Assistant Material Engineer	TBN		6x24		1 for each RE office
10.	<i>Lab Technician (per road)</i>	TBN		12x24		2 for each RE office
	<i>Sub Total</i>					
	Total					

TBN = To Be Named

*The man-month against each key personnel/sub – professional shall be same as specified in Enclosure A.

II. Out of Pocket Expenses

S. No.	Particulars	Charges per month	Consulting period
1.	Car rentals (At least 14 vehicles to be provided) during construction and four vehicle during O & M period.		
2.	Office Stationary, Printing charges		
3.	Communications (Tel./fax/postage etc.)		
4.	Office accommodation including furnishing		
	Total		

III: Miscellaneous Costs.

Quantity	Unit Rate	Requirement during construction
1	Computer-Pentium IV (including UPS) – all complete (HP/ Compaq)	6 Nos.
2	Laser Printer – A4 Size	6
3	Photocopier	1
4	Fax Machine	5
5	Binding Machine	1
6	Refrigerator	1
7	Telephone Connection including installation	5
8	Generating Set	1
Rental Charges per month of above equipment (S1 Nos. 1 to 8)		
TOTAL		

Any additional equipment required for efficient supervision of the project shall be hired by the consultant within the above cost and no additional cost will be payable

Note : For the entire period from the Date of Commencement of Services, Consultants shall be paid billing rates as indicated above.

No Extra Charges shall be paid for visit to site & MPRDC Offices etc.

SECTION 6: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

1.1 These Terms of Reference for the Independent Engineer (**the “TOR”**) are being specified pursuant to the Concession Agreement dated ----- (the “Agreement”), which has been entered into between the MPRDC and -----.” (the “Concessionaire”) for development of MDR’s under BOT (Toll), (Toll+Annuity) & (Annuity) under Gwalior Division in the state of Madhya Pradesh on build, operate and transfer (DBFOT) pattern on BOT(Toll), (Toll+Annuity) & (Annuity) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR. (Concession Agreement is available in MPRDC web site.)

1.2 This TOR shall apply to construction, operation and maintenance of the Two Lane Project Highway.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the following:

(i) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

- (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (iv) review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - (v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - (vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - (vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
 - (ix) undertaking all other duties and functions in accordance with the Agreement.
- 3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

- 4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or

Documents.

- 4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- 4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.5 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Highway, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5 Construction Period

- 5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3 The Independent Engineer shall inspect the Construction Works and the Project Highway once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the

Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- 5.4 The Independent Engineer may inspect the Project Highway more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MOSRTH (the “Quality Control Manuals”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the

Concessionaire for its own quality assurance in accordance with Good Industry Practice.

- 5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall

determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

- 5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 5.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- 5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6 Operation Period

- 6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.4 The Independent Engineer shall inspect the Project Highway once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its

conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- 6.5 The Independent Engineer may inspect the Project Highway more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause

17.7.

- 6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Highway, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.12 The Independent Engineer shall undertake traffic sampling, as and when required by the MPRDC, under and in accordance with Article 22 and Schedule-O.

7 Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 10 (ten) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 7.2 The Independent Engineer shall inspect the Project Highway once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8 Determination of costs and time

- 8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the

Agreement.

- 8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9 Assistance in Dispute resolution

- 9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

- 9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

- 11.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 11.4 The Independent Engineer shall retain at least one copy each of all

Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

- 11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to MPRDC.

12. PERFORMANCE CLAUSE

Independent Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Consultant in notifying to MPRDC and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Independent Engineer shall appoint its authorized representative, who shall issue on behalf of the IE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by MPRDC. The IE shall take prior approval of MPRDC before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

13. CONSULTANT'S PROPOSAL

- 13.1 List of key personnel to be fielded by the Consultants shall be as below:
- i. Team Leader -cum -Senior Highway Engineer
 - ii. Bridge Design –cum-Bridge Engineer
 - iii. Highway Design-cum -Pavement Engineer

iv Material Engineer

- 13.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the candidate with higher relevant qualification and experience. The Consultant should submit their proposal on the basis of the man-months given in R.F.P document. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. **The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Age Limit for the positions of Team Leader, Resident Engineer, Senior Pavement Specialist and Senior Quality cum Material Expert is relaxable by 5 years i.e. up to 70 years of age at the time of submission of proposal and he can continue up to 73 years, subject to production of Medical Fitness Certificate.** Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio- data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the MPRDC works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of MPRDC, MPRDC would be at liberty to take any appropriate action against that key personnel including debarment.
- 13.3 In addition to above, consultants are required to propose other key personnel, sub- professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

14. PERIOD OF SERVICES

- 14.1 The services of an Independent Engineer will be in phases as

per Contract / Concession Agreement.

- 14.1.1 The appointment of the Independent Engineer shall initially be as per details given below.

Period of service (in months)	of (in months)	Construction period (in months)	O&M period (in months)
27		24	03

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**.

15. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 32 months i.e. up to 2 months beyond the expiry of the Contract of 30 months. The BG shall be in the format specified in Appendix J of draft contract form and furnished from a Nationalised Bank. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

Enclosure-A

**MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF
INDEPENDENT ENGINEERS (refer Table 1 on Page 1 of RFP)**

S. No.	Key Personnel	Man-month in Construction period of 24 months	Man-month in O&M period of 3 months
<u>A: Key Personnel</u>			
1.	Team Leader Cum Senior Highway Engineer	24	03
2.	Bridge Design Cum Bridge Engineer	24	-
3.	Highway Design –cum- Pavement Engineer	24	-
4.	Material Engineer	24	-
5.	Road Safety Expert	04	-
6.	Legal Expert	03	-
	Sub Total		
	<i>Total for Construction and O&M</i>		
<u>B: Sub Professional Staff for both the Roads</u>			
	Resident Engineer	6x24	6x3
(a)	Asst.-Highway Engineer	6x24	-
(b)	Survey Engineer	12x24	-

RFP document for Independent Engineer for roads under Gwalior Division

(c)	CAD Expert	7x24	-
(d)	Assistant Bridge Engineer	6x24	
(e)	Assistant Material Engineer	6x24	-
(f)	Lab Technicians	12 x24	-
	Total for Construction and O&M		

Note: The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from MPRDC before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensurating with the roles and responsibilities of each position.

Enclosure B

MINIMUM QUALIFICATION OF KEY PERSONNEL

TEAM LEADER CUM SENIOR HIGHWAY ENGINEER

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the MPRDC and the Concessionaire. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate should have a proven record of supervising, organising and managing of Project preparation and construction of highway projects of large magnitudes, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

This position requires a Senior Highway Engineer who shall be a graduate in Civil Engineering preferably with higher qualifications and specialization in highway engineering. He should have a **minimum of 15 years experience** for Highway Development Projects preferably PPP Projects. He should have handled as Team Leader or similar capacity at least two Project Preparation and Construction supervision work of major highway Project. He should have experience of operation and maintenance of major highway links.

Note: Definition of Team Leader includes Project Manager/Resident Engineer/ or any equivalent position.

BRIDGE DESIGN CUM BRIDGE ENGINEER

The Bridge Design-cum-Bridge Engineer shall be responsible for checking the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. He shall also review the rehabilitation measures to be proposed by the Concessionaire for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to

Structural design.

He should be a graduate in Civil Engineering from a recognized University. Post Graduation in Structural Engineering would be preferred. Bridge Design Engineer should have a minimum of 15 years experience in Bridge Design out of which a minimum of 10 years experience in similar capacity for major highway bridges is required. He should have design of at least 4 major highway bridges, Experience in other countries, involvement in innovative bridge designing works with use of computer aided software and involvement in designing of bridges more than 60m length excluding approaches would be preferred.

He should have supervised at least two major highway bridges. The candidate should have a thorough understanding and experience with international 'best practices', and of modern bridge construction technology.

HIGHWAY DESIGN CUM PAVEMENT ENGINEER

The expert shall be continuously interacting with the Concessionaire, to ensure life cycle cost effectiveness and viable design of pavement including appropriate rehabilitation/strengthening of the existing two lane pavement which is significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.

The candidate should be a graduate in Civil Engineering preferably with higher qualification and specialization in Pavement Design. He should have a minimum of 15 years of professional experience of pavement Design, Construction and its maintenance out of which 5 years should be in similar capacity for 2 laning of major highway projects. This position also requires experience of PPP Projects. The candidate should have involved in at least 2 major highways projects as Pavement/Geotechnical Engineer. Experience in PPP Projects would be preferred.

He should have supervised at least 2 major highway project having length more than 50km of Two laning or more. He should have exposure of computer software programmes for design of highways. Experience in PPP Projects would be preferred

MATERIAL ENGINEER

The Material Engineer shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipments are fully met.

The position requires a graduate in Civil Engineering, preferably Post Graduation in Geotechnical Engineering. He should have a minimum of 15 years of professional engineering experience including 5 years in similar capacity for major highway projects. He should have handled at least 2 similar highway projects in similar capacity. He should have exposure quality assurance programs in highway projects using modern technology.

LEGAL EXPERT

The candidate should be a graduate in Law or Chartered Accountant. He should have at least 15 years of experience out of which 10 years should be in execution, finalization and interpretation of Contractual Obligations of Infrastructure Projects.

ROAD SAFETY EXPERT

The Candidate should be Graduate in Civil Engineering preferably Post Graduate in Civil Engineering with specialization in Road Safety and/or Traffic Planning. He should have at least 10 years experience, out of which five years should be in Road Safety and related design of Highway Projects.

SUB PROFESSIONAL

Resident Engineer

Resident Engineer shall be in-charge of all roads of the package and shall be responsible for supervising the works of highway to be constructed by the Concessionaire for this project. He shall also inspect the pavement rehabilitation and repair works to be undertaken by the Concessionaire.

The position requires a graduate in Civil Engineering, preferably Post Graduation in Civil Engineering. He should have a minimum of 15 years of professional engineering experience in supervision of highway projects including 5 years in similar capacity for major highway projects. He should have handled at least 2 major highway projects of 50Km length in similar capacity.

SURVEY ENGINEER

The candidate should be Diploma in Civil Engineering/Survey with at least 5 years experience in the field of surveying out of which 3 years should be for road projects.

CAD EXPERT

He should be Graduate in Science with a knowledge of M.S. Office and Auto CAD. The incumbent should have 3 years experience and should have handled at least one road project.

ASSISTANT HIGHWAY ENGINEER

The Candidate should be Graduate in Civil Engineering with three years experience or Diploma in Civil Engineering with 5 years experience. He should have handled at least one road project

ASSISTANT BRIDGE ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience or Diploma in Civil Engineering with 5 years experience. He should have handled at least ONE major bridge project.

ASSISTANT MATERIAL ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience or diploma in Civil Engineering with 5 years experience. He should have handled at least one road project.

LAB TECHNICIANS:

He should be Diploma in Civil engineering with three years relevant experience or Graduate in Science with 5 years relevant experience. Relevant experience means experience as Lab Technician on Highway Projects.

SECTION 7: DRAFT FORM OF CONTRACT

Note: This draft Agreement is a generic document and shall be modified based on particulars of the DBFOT Project.

CONTRACT FOR CONSULTANT'S SERVICES

Between

(Name of Client)

And

(Name of Consultant)

Dated:

I.	FORM OF CONTRACT
II.	GENERAL CONDITINS OF CONTRACT
1.	General Provisions
1.1	Definitions
1.2	Relation between the Parties
1.3	Law Governing the Contract
1.4	Language
1.5	Headings
1.6	Notices
1.7	Location
1.8	Authority of Member in charge
1.9	Authorized Representatives
1.10	Taxes and Duties
2.	Commencement, Completion, Modification, and Termination of Contract.....
2.1	Effectiveness of Contract
2.2	Termination of Contract for Failure to Become Effective
2.3	Commencement of Services
2.4	Expiration of Contract
2.5	Entire Agreement
2.6	Modification
2.7	Force Majeure
	2.7.1 Definition
	2.7.2 No Breach of Contract
	2.7.3 Measures to be taken
	2.7.4 Extension of Time
	2.7.5 Payments
	2.7.6 Consultation
2.8	Suspension
2.9	Termination
	2.9.1 By the Client

- 2.9.2 By the Consultants
- 2.9.3 Cessation of Rights and Obligations
- 2.9.4 Cessation of Services
- 2.9.5 Payment upon Termination
- 2.9.6 Disputes about Events of Termination
- 3. Obligations of the Consultants
- 3.1 General
 - 3.1.1 Standard of Performance
 - 3.1.2 Law Governing Services
- 3.2 Conflict of Interests
- 3.2.1 Consultants not to Benefit from
 - Commissions, Discounts, etc.
- 3.2.2 Procurement Rules of Funding Agencies
- 3.2.3 Consultants and Affiliates
- 3.2.4 Not to Engage in certain Activities
- 3.2.4 Prohibition of Conflicting Activities ...
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Insurance to be Taken out by the Consultants ...
- 3.6 Accounting, Inspection and Auditing
- 3.7 Consultant's Actions requiring Client's prior Approval
- 3.8 Reporting Obligations
- 3.9 Documents prepared by the Consultants
- 3.9 To Be the Property of the Client
- 3.10 Equipment and Materials Furnished by the Client
- 4. Consultants' Personnel and Sub-consultants
- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc.
- 4.5 Removal and /or Replacement of Personnel
- 4.6 Resident Project Manager

5. Obligations of the Client

 5.1 Assistance and Exemptions

 5.2 Access to Land

 5.3 Change in the Applicable Law

 5.4 Services, Facilities and Property of the Client

 5.5 Payment

 5.6 Counterpart Personnel

6. Payments to the Consultants

 6.1 Cost Estimates, Ceiling Amount

 6.2 Remuneration and Reimbursable Expenditures...

 6.3 Currency of Payment

 6.4 Mode of Billing and Payment

7. Fairness and Good Faith

 7.1 Good Faith

 7.2 Operation of the Contract

8. 8.1 Amicable Settlement

 8.2 Dispute Settlement

III SPECIAL CONDITIONS OF CONTRACT

IV	<u>APPENDICES</u>	<u>Page</u>
Appendix A :	Description of the Services	<u>No.</u>

<p>Appendix B : Appendix C : Appendix D : Appendix E :</p>	<p>Reporting Requirements Key Personnel and Sub-consultants Medical Certificate</p> <p>Hours of Work for Key Personnel Duties of the Client Cost Estimates</p>	
<p>Appendix I : Appendix J : Appendix</p>	<p>Form of Bank Guarantee for Advance Payments Letter of invitation Letter of Award</p>	

ANNEXURES.....

1. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the *****day
Of the month of _____2011 between on the other hand
_____ (hereinafter Called the “**Client**) and, on the other hand, hand
_____ (hereinafter called “Consultants”).

WHEREAS

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

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called “GC”); (b) The Special Conditions of Contract (hereinafter called “SC”); (c)\

The following Appendices :

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

Appendix A : Description of the Services

Appendix B: Reporting Requirements

Appendix C : Key Personnel and Sub-consultants

Appendix D : Medical Certificate

**Appendix E : Hours of Work for Key Personnel Appendix F :
Duties of the Client**

Appendix G : Cost Estimates

Appendix H : Form of Performance Bank Guarantee

Appendix I : Form of Bank Guarantee for Advance Payments

Appendix J : Letter of invitation

Appendix K : Letter of Award

Appendix-L : Minutes of pre-Bid Meeting

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF THE
MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

[Name of the Member]

By

(Authorized Representative)

etc.

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) ‘foreign currency’ means any currency other than the currency of the Government;
- (e) ‘GC’ means these General Conditions of Contract;
- (f) “Government” means the Government of Client’s Country;
- (g) ‘Local currency’ means the Indian Rupees;
- (h) “Consultant” wherever mentioned in this Contract Agreement means the “Independent Consultant (IE)” and includes and sub-consultants or Associates engaged by the primary consultant.
- (i) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a).

- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with MPRDC, the Concessionaire and the Independent Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.
- (n) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.
- 1.6.2 Notice will be deemed to be effective as specified in the SC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Government's Country or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. MPRDC shall reimburse only service tax on production of project specific proof of payment of service tax.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1. Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the .time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder .
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 **No Breach of Contract**

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

2.7.3 **Measures to be Taken**

2.7.4

- (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.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

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

of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

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

- (h) if Concessionaire represents to MPRDC that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, MPRDC may terminate this contract.

2.9.2 By the Consultants

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

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

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

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

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

2.9.6. Disputes about Events of Termination

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

3. Obligation of the Consultants

3.1 General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods" The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (MPRDC) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such

Sub-consultant and or Associates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. .

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all

relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

3.8 Reporting Obligations

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

3.9 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

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

4. Consultants' Personnel and Sub-consultants and or Associates

4.1 General

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

4.2 Description of Personnel

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

ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

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

(a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto.

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

4.5 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith

provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/co replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement up to 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement up to between 33% to 50%, remuneration shall be reduced by 10%, (iii) for total replacement between 50%-66%, remuneration shall be reduced by 15% and (iv) for total replacement beyond 66% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for future projects of MPRDC.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by MPRDC while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further MPRDC works for an appropriate period to be decided by MPRDC and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by MPRDC to black-list that firm.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take

charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their - eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

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

negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

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

5.4 Services, Facilities and Property of the Client

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

5.5 Payment

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

5.6 Counterpart Personnel

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix E**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such - member, the Consultants may request the

replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

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

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix G.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in as specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of this ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3,5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling set forth in Clause GC 6.1 (b) above shall be increased by the amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

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

- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

- (a) All the payments shall be made in the Indian currency.

6.4 Mode of Billing and Payment

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

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due

date on any amount due by, but not paid on. such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and Final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure

to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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III. 'SPECIAL CONDITIONS OF CONTRACT

GC clause

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

1.1 (a) The words'' in the Government's country'' are amended to read 'in INDIA''

1.4 The language is: English

1.6.1 The addresses are:

Client: **Managing Director,
MP Road Development Corporation Ltd
16-A, Arera Hills, Bhopal -11(Madhya Pradesh
PH. 0755-2765205, 2765196
Fax: 0755-2572643**

Consultants :
Attention:

Cable address : _____ T
Telex : _____

Facsimile: _____ [*Note' : Fill in
the Blanks*]

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- c) in the case of telegrams, 24 hours following confirmed transmission ;and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is:

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorised Representative are: For the Client:

For the Consultants: _____

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract except service tax and the client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. MPRDC shall reimburse the service tax on production of proof of payment with assignment name.

2.1 The effectiveness conditions are the following:

i) Approval of the Contract by the client

2.2 The time period shall be four months or such other time period as the parties may agree in writing.

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be 24 months (24 month for construction period and 3 months for O&M period)

3.4 Limitation of the Consultants' Liability towards the Client

(a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

- ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
 - iii) The policy should be issued only from an Insurance Company operating in India.
 - iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
 - v) If the Consultant enters into an agreement with MPRDC in a joint venture or 'in association', the policy must be procured and provided to MPRDC by the joint venture/in association entity and not by the individual partners of the joint venture/association.
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of MPRDC. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

3.5 The risks and the coverage shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-

consultants or their Personnel for the period of consultancy.

- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-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
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 (c) The other actions are

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

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

4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b) Deleted

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

- 1) A mobilization advance (exclusive of taxes and contingency

provisions) amounting to 10% of the accepted bid price will be paid against Bank Guarantee. Five percent of the advance will be paid at the time of commencement and the remaining 5% will be paid after the concessionaire achieves the financial progress of 10%. All advances will be secured by unconditional bank guarantee. The recovery of mobilization advance shall be adjusted in 10 months starting from the next month of payment of such advance. All recoveries have to be recovered before 90% gross payment. Interest rate shall be 10% per annum on outstanding amount.

8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

8.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been

appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

- (c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India .

8.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

IV. APPENDICES

Appendix A: Description of the Services

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

Details as per TOR

Appendix B: Reporting Requirements

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

Please refer TOR

Appendix C: Key Personnel and Sub-consultants

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

C-2 Same information as C-1 for Key local Personnel.

C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)

Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for Personnel in India. If there is no need for a medical certificate, state here: "Not applicable. "]

Appendix E: Hours of Work for Key Personnel

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the concessionaire. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix F:

Duties of the Client

1. Access to the quality control laboratory for performing various types of tests, which will be provided by the concessionaire including the testing personnel.
2. To provide Concessionaire's RFP, Bid submission, Concession Agreement, Data and information for field surveys and investigations
3. To ensure availability of the Detailed Work plan and Programme for Design and Construction of Project Highways from Concessionaire.
4. To ensure availability of the Quality Assurance Plan and Quality Control Procedures from the Concessionaire.
5. To provide relevant reports and necessary data as per the reporting obligation of concessionaire under the concession Agreement.

List here under cost estimates:

1. *Monthly rates for Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/Fixed expenditures:*

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

(Clause-20 of TOR)

To

The Managing Director,
MP Road Development Corporation Ltd.
16-A, Arera Hills, Bhopal
New Delhi –110 075

WHEREAS _____
[Name and address of Consultants]¹ (hereinafter called “the consultants”)
has undertaken, in pursuance of Contract
No. _____ dated _____ to
provide the services on terms and conditions set
forth in this Contract
_____ [Name of contract and
brief description of works) (hereinafter called the “the Contract”).

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

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of [amount of Guarantee] _____ [in words-----], such sum

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

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____ 1.

(Name,
Signature &
Occupation)

RFP document for Independent Engineer for roads under Gwalior Division

Name of the Bank _____

Address _____

(Name & Occupation) Date _____

Give names of all partners if the Consultants is a Joint Venture.

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

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

Ref: Bank Guarantee: _____

Date: _____

Dear Sir,

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

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of ___ as aforesaid at any time up to ___ @ ___ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained

shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

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

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

Dated this _____day of _____200__at_____

WITNESS

_(signature)

(Name)

(Name)

(Official Address)

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

Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized Indian Bank commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.

Appendix J

Letter of invitation

Appendix K

Letter of Award

Appendix L

Minutes of pre-bid meeting