

Standard Document
For Engagement of
Project Implementation Consultant
by
State Nodal Agency
For the
Pradhan Mantri Gram Sadak Yojana

National Rural Road Development Agency
(Ministry of Rural Development)
Government of India

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INVITATION FOR EXPRESSION OF INTEREST FOR
Project Implementation Consultant (PIC)
[Name of State Nodal Agency to be filled in]

Pradhan Mantri Gram Sadak Yojana

Brief Description of Project

The Pradhan Mantri Gram Sadak Yojana has set a programme objective of achieving all weather access to every eligible habitation by the end of the 10th five-year Plan. PMGSY is a hundred percent centrally funded and centrally sponsored scheme with dedicated sources of funding. The National Rural Roads Development Agency (NRRDA), under the ministry of Rural Development, Government of India, is the Agency responsible for overall management, supervision and execution. The Programme is being implemented through the State Government with [] as the Nodal Agency at the State level. The Consultancy service is in the area of Project Implementation to assist the State Nodal Agency in executing the programme with the requisite speed and quality.

The nature of services provided by PIC will include, but will not be limited to, Preparation of DPRs, assistance in Works Procurement, Construction Supervision and Project Performance Monitoring, Capacity Building and Training of PIU staff and contractor's staff. The consulting services are expected to continue to cover about three year's activities.

The PMGSY Roads proposed to be covered under this consultancy engagement comprises engagement of Consultants for one or more Sub Projects as detailed below:

| S. No. | Year | Sub Project (Package Number) | No. Of Districts | Approximate road length Km. | Approximate cost of road Rs. Lakh | Approximate no. of personnel to be trained |
|--------|---------|-------------------------------------|------------------|-----------------------------|-----------------------------------|--|
| 1 | 2004-05 | 2004-05/A 2004-05/B 2004-05/C | | | | |
| 2 | 2005-06 | 2005-06/A 2005-06/B 2005-06/C | | | | |
| 3 | 2006-07 | 2006-07/A 2006-07/B 2006-07/C | | | | |

The Consultant is required to establish a main office in the State at [] and site offices in each district covered in the Sub Project where the Project Implementation Units are located. The Consultant will be required to provide sufficient technically qualified and experienced staff in these offices for providing the required level of service. Based on the information supplied in the EoI, the firms would be short-listed and the short listed firms would be invited to give Technical and Financial Offers on approved TOR concurred by NRRDA. The selection process would be Quality and Cost Based Selection (QCBS) Method.

The firm(s) must include in their EoI the following information:

- The general and overall experience of the firm including the number of years of operation,

indicating the number of years in planning, designing, contract management, construction supervision of road works consultancy.

- Experience of working in a similar geographic region.
- Annual turnover of the firm(s) for at least the last five years.
- Nature, cost, per month inputs, employer, location and specific services for works presently at hand and likely date of completion.
- Experience of the firm(s) in the required area of consultancy (minimum five years experience essential).
- Summary of permanent professional employees and resource persons indicating the nature of specialization, qualifications and experience considering requirements specified in earlier paragraph. The CVs of key personnel proposed to be deployed on this assignment along with documentary proof of qualification and experience; their written consent and availability shall also be furnished. No replacement of key personnel will be allowed at least for six months. The key personnel for this consultancy are the Team leader, the Resident Engineer and, the Deputy Resident Engineer.

The Expression of Interest must be delivered to the address below not later than the working hours of [_____] with the envelope marked clearly “Expression of Interest for Project Implementation Consultancy Services” along with a Bank Draft for Rs. 5,000 in favour of [_____] payable at [_____]. This Application Fee of Rs. 5,000 is non refundable. Any further information may be obtained from the address and telephone nos. given below.

REQUEST FOR PROPOSALS (RFP)

SECTION-1

LETTER OF INVITATION

For Full Technical Proposals and Biodata Proposals Using Quality and Cost-Based Selection (QCBS) Method

Ref. No.:

Dated: / /

..... [Contact Person & Designation]

..... [Name of Firm & Address]

Dear Mr. /Ms. _____

Project I.D.NO. / / PMGSY ROAD SECTOR PROJECT

1. _____ Pradesh Rural Road Development Agency (RRDA) - herein after referred to as the "Agency" invites Proposals for the Project Implementation Consultancy Services.
2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP).
3. This RFP has been addressed to the consultants short-listed by the Agency (Details given in Annexure I) based on the information furnished by them in response to the Expression of Interest.
It is not permissible for you to transfer this invitation to any other consulting firm.
4. The RFP includes the following documents:

| | |
|--------------|--|
| Section 1 | Letter of Invitation |
| Section 2 | Instructions to Consultants including Data Sheet and Evaluation Criteria |
| Section 3 | Technical Proposal Standard Forms |
| Section 4 | Financial Proposal Standard Forms |
| Section 5 | Terms of Reference |
| Section 6 | Standard Form of Contract |
| Annexure I | List of Short listed Consultants |
| Annexure II | Details of Sub Projects |
| Annexure III | Evaluation Criteria |
| Annexure IV | Format for cover Letter to Technical Proposal. |
| Annexure V | Format for Cover Letter to Financial Proposal. |

5. You are requested to acknowledge receipt of this letter of invitation within seven days of receipt to the undersigned by facsimile with clear indication whether you intend to submit a proposal.

Yours sincerely,

(Authorized Signatory)

Annexure I

List of Short Listed Consultants

Annexure II

Details of Sub Projects

| S. No. | Year | Sub Project (Package Number) | No. Of Districts | Approximate road length Km. | Approximate cost of road length (Rs. Lakh) | Approximate no. of personnel to be trained |
|--------|---------|-------------------------------------|------------------|-----------------------------|--|--|
| 1 | 2004-05 | 2004-05/A 2004-05/B 2004-05/C | * | | | |
| 2 | 2005-06 | 2005-06/A 2005-06/B 2005-06/C | | | | |
| 3 | 2006-07 | 2006-07/A 2006-07/B 2006-07/C | | | | |

*Fill in as per requirement

Annexure II may also indicate district wise status of works, i.e. where DPR already prepared, work awarded etc so that approximate volume of work of the consultancy service is available.

INSTRUCTIONS TO CONSULTANTS

CONTENTS

-Instructions to Consultants

-Data Sheet

-Evaluation Criteria for Technical Proposal (Annexure -III)

SECTION 2.

INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

General

- 1.1 Selection of consultant by the Agency will be Quality and Cost Based Selection (QCBS) Method out of firms responding to the RFP.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To have an idea of the assignment and local conditions, Consultants are encouraged to visit the sample sub project area (Details given in Annexure II). The Consultant's representatives may contact the Agency's representative named in the Data Sheet for this purpose.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit, collection of information, and if selected, attendance at contract negotiations.
- 1.4 The Agency is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.6 Not more than two short listed Consultants may associate for the purpose of submitting a joint Proposal. However,
 - (i) A short listed consultant cannot be a party to two or more consultancy groups nor can such consultant bid individually in addition being a partner/ associate to another joint venture/ consultancy group.
 - (ii) A detailed Memorandum of Understanding between the partners of such Association/ Joint Venture stating inter-relationship and division of work between them shall be submitted.

- (iii) In case sub contracting part of the assignment to another consultant (not necessarily short listed by the Agency) is envisaged, the capabilities of such sub-consultant would be thoroughly examined during the technical evaluation of bid to determine their suitability with respect to their capacity, experience and work allotted to them by the consultant.

Only One Proposal

- 1.7 A short listed Consultant should submit only one proposal for each Sub Project. If a short listed consultant submits or participates in more than one proposal of the same Sub Project such a consultant shall be disqualified. Similarly, an associated consulting firm should submit proposal with one consulting firm only. A short listed consultant may submit proposal for one or more Sub Project but the work of only one Sub Project will be awarded to a consulting firm. Consultancy firms submitting proposal for more than one Sub Project should, therefore, indicate their order of priority. In case no priority is indicated, the Agency shall consider his proposal in the following order of priority:
[Order of priority to be filled in].

Proposal Validity

- 1.8 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Agency will make its best effort to complete negotiations within this period. In case of need, the Agency may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Bid Guarantee

- 1.9 The bid guarantee in the form of acceptable Bank Guarantee (format at Appendix- I) , for Rs [] in favor of [] shall be submitted by each bidder. The validity of Bank Guarantee shall cover the validity period of the bid as defined in Data Sheet plus 30 days. This bid guarantee (Bank Guarantee) would be submitted in a separate sealed envelope other than the Technical and Financial proposal envelopes. The offers received on the date of submission will be opened in the presence of bidders to find out compliance of this requirement. Offers submitted without bid guarantee or with invalid bid guarantee would be rejected outright. The bid guarantee of the successful bidder will be released to him on receipt of initial performance security as stated in clause 19 of the TOR (Section 5) and signing of agreement as per Section 6. The bid guarantee furnished by the bidders who are unsuccessful will be released within thirty days of the expiry of the validity period (including the extended period, if any).

Participation of Government Employees: -

- 1.10 Consultants cannot include current Government employees of Central & State Government as their resource personnel /experts. When Consultants nominate any Government employee retired within last two years as experts in their Technical Proposal, such expert(s) must have written approval from their Government.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents up to fifteen (15) days prior to the Proposal submission date(but prior to pre bid meeting) indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. These would be clarified at the prebid meeting without identifying its source.

Pre-bid meeting

- 2.2 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at time and place indicated in data sheet.
- 2.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the RFP that may be raised at that stage including the clarifications requested under 2.1 above.
- 2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Amendment to RFP

- 2.5 At any time before the submission of Proposals, the Agency may, whether at its own initiative, or in response to a clarification requested by a short listed firm, or in response to queries raised at the prebid meeting amend the RFP by issuing an addendum. The addendum shall be sent to all short listed Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Agency may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1 A Consultant's Proposal (the Proposal) will consist of two (2) components:
 - (i) The Technical Proposal, and
 - (ii) The Financial Proposal
- 3.2 All related correspondence exchanged by the Consultants would also form part of the Proposal.
- 3.3 The Technical & Financial Proposals should include separate cover letters for each (formats at Annexure IV and V) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- 3.4 The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

The Technical Proposal shall not include any financial information and any Technical Proposals containing financial information shall be declared non-responsive.

Technical Proposal Format and Content

- 4.1 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Technical Proposal Standard Forms (Section 3). The Consultant and each Associate must provide such information.
 - (i) A brief description of the organization and outline of recent experience (last 5 years) of the Consultants and each Associate on assignments of a similar nature is required in Form TECH-1. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Consultant's involvement. Information should be provided only for those assignments for

which the Consultant was legally contracted by the Client/Corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Agency.

- (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR in form TECH-2 supported by form TECH-3.
- (iii) Comments, if any, on the TOR (to be given in Form TECH – 2) to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Agency that work required to Implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule (Form TECH- 4 , Section – 3).
- (iv) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR (Section-5).
- (v) A Staffing Schedule (Form TECH-4, Section 3) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the main office for each activity) and the proposed timing of each input for each nominated expert, including main office experts (if required) using the format shown in Form TECH – 4. The schedule shall also indicate when main office experts are working in the site office and when they are working at locations away from the site office.
- (vi) An organization chart indicating relationships amongst the Consultant and any Associate(s), and other parties or stakeholders, if any, involved in the assignment.

Personnel

- (vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in Form TECH-5. A summary should be given in Form TECH – 6.
- (viii) All nominated experts must be Indians Nationals. Only one CV may be submitted for each position.
- (ix) Higher rating will be given to nominated experts from the short-listed consulting firm and associated consulting firms, if any, who are regular full-time employees. The Agency defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (x) The Agency requires that each expert confirm that the content of his/her Curriculum Vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Agency may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Agency prior to commencement of contract negotiations.
- (xi) A zero rating will be given to a nominated expert if
 - (a) The CV is not signed in accordance with Sub-Clause 4.1 (x) requirements.
 - (b) The expert is a current employee of Government of India/ any State Government / Union Territory.

As a checklist to ensure all these requirements have been complied with, Consultants are required to complete the "Summary of Information on Proposed Experts", Form TECH-6.

5. FINANCIAL PROPOSAL

- 5.1 All information provided in the Consultants' Financial Proposal will be treated as confidential unless otherwise specified. The Financial Proposal should list all costs associated with the assignment. These normally cover: Remuneration for staff (Main office and Site office), office accommodation, transportation (mobilization, demobilization, local), equipments (vehicles, office equipment, furniture and supplies), and preparation of reports in requisite number of copies.
- 5.2 The Financial Proposal must be submitted in hard copy using the format shown in Section 4. The Financial Proposal requires completion of four forms namely FIN-1, FIN-2, FIN-3 (a) and FIN-3 (b).
 - (i) Forms FIN-1 and FIN-2 shown in Section 4 relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Out-of-Pocket Expenditures.
 - (ii) Remuneration is divided into billing rate estimates for expert consultants; out-of-pocket expenditures are divided costs for other out-of-pocket expenditure items required to perform the services.
- 5.3 Form FIN-3 (a) & (b) summarizes the proposed cost(s) and the figures provided therein will be read out aloud at the opening of Financial Proposals.
- 5.4 The amounts stated under provisional sums in the Financial Proposal must be the exact figures as specified in the Data Sheet for these cost categories. Also, the list of experts, and their respective inputs, identified on Form FIN-1 must match the list of experts and their respective inputs shown in the Staffing Schedule on Form TECH-4 of the Consultant's Technical Proposal. No proposed schedule of payments should be included in Consultants' Financial Proposals. The payment schedule will be as per 6.4 of General Conditions of Agreement.
- 5.5 Amounts payable to the Consultant by the Agency may be subject to local taxes. It is the responsibility of the Consultant to determine the estimated taxes payable and take such amounts into account, as appropriate. **All such taxes shall be deemed to be included in the Consultant's Financial Proposal.**

6. SUBMISSIONS, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision of a price discount (which discount will be applied in the manner specified in Clause 8.7, Section - 2). The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting.
- 6.2 An authorized representative of the Consultant shall initial all pages of the original hard copy of the Financial Proposal. No other copies are required.
- 6.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.4 The original and all copies of the Technical Proposal to be sent to the Agency shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **by red felt pen "FINANCIAL**

PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the Sub Project, and other information indicated in the Data Sheet. The outer envelope shall also contain bid guarantee as described in para 1.9 above. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both the Technical and Financial Proposals non-responsive.**

- 6.5 Proposals must be delivered at the indicated Agency submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Agency according to provisions of Sub-Clause 2.5.

7. PROPOSAL EVALUATION

General

- 7.1 From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Agency on any matter related to its Technical and/or Financial Proposal. Any effort by a Consultant to influence the Agency in examination, evaluation, ranking of Proposals or recommendation for award of contract shall result in rejection of the Consultant’s Proposal.

Evaluation of Technical Proposals

- 7.2 The Agency’s Consultants Selection Committee (ASC) will be responsible for evaluation and ranking of Proposals received.
- 7.3 The ASC evaluates and ranks the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 out of the maximum of 1,000 points.
- 7.4 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) The Technical Proposal was submitted in the wrong format; or
 - (ii) The Technical Proposal included details of costs of the services; or
 - (iii) The Technical Proposal reached the Agency after the submission closing time and date specified in the Data Sheet.
- 7.5 After the technical evaluation is completed, the Agency shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Agency shall simultaneously notify, in writing Consultants whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals.

8. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Opening of Financial Proposals

- 8.1 Consultants representative are encouraged to be present at the time of opening of Financial Proposal. At the opening of Financial Proposals, Consultant representatives, who choose to attend, will sign an Attendance Sheet.
- (i) The mark of each Technical Proposal that met the minimum mark of 750 will be read out aloud.

- (ii) Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
- (iii) The Agency representative will open each Financial Proposal, and initial all the pages except printed document and also circle any initialed change of the nature given in Clause 6.1 (Section - 2). Such representative will read out aloud the name of the Consultant and the total prices shown in the Consultant's Financial Proposal. The Agency's representative will record this information in writing.

Evaluation of Financial Proposals

- 8.2 The Agency will subsequently review the detailed contents of each Financial Proposal during the examination of Financial Proposals, the Agency staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 8.3 Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, etc.).
- 8.4 The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance the validity period of the Consultants' Proposals must accord with the validity period set down in the Data Sheet.
- 8.5 Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.
- 8.6 The total price (TP) for each Financial Proposal will be determined.
- 8.7 If a discount has been offered in any Financial Proposal, such discount will be applied pro-rata against each item, i.e., each expert's remuneration and each out-of-pocket cost item. However, the discount will not apply to the provisional sums items. The Agency reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, call for submission of new Financial Proposals. In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in Clauses 8.2 to 8.7 and total price will be determined. The score for each Financial Proposal is inversely proportional to its TP and will be computed as follows:

$$Sf = 1,000 \times Fm/F$$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the TP of the lowest priced Financial Proposal

F is the TP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.

9. RANKING OF PROPOSALS

- 9.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. **This will be done by applying a weightage of 0.60 (or 60 percent) and 0.40 (or 40 percent) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.** After such final ranking, the first-ranked Consultant will be invited for contract negotiations.

10. NEGOTIATIONS

- 10.1 Negotiations will be held at the address indicated in the Data Sheet. Normally, such negotiations commence not less than seven days after issuance of the Agency invitation to attend the negotiations. The invited Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the Agency's may specify. Failure in satisfaction of such requirements may result in the Agency's proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- 10.2 The technical negotiations cover the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Agency to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR (Section - 5).
- 10.3 The financial negotiations will generally fine-tune duration of expert's inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.
- 10.4 The consultant shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.
- 10.5 If contract negotiations are unable to be concluded for any reason, the Agency will' at its discretion, commence negotiations with the next ranked consultant.

11. CONFIDENTIALITY

- 11.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially concerned with the recruitment process until the successful firm has been notified and contract awarded.

12. AWARD OF CONTRACT

After completion of negotiations, the Agency shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Proposals that they were unsuccessful. The Agency will return the unopened Financial Proposals to the unsuccessful Consultants.

13. CONTRACT COMMENCEMENT DATE

- 13.1 The Data Sheet indicates the anticipated date for the commencement of the contract services.

DATA SHEET

Information to Consultant

Package No: ----- State-----

| | | |
|-------------|---|---------------------|
| Clause Ref. | | |
| 1.1 | Name of the Agency | |
| 1.2 | Representative/Contact Person and Address of the Executing Agency | |
| | | Tel: Fax: |
| 1.8 | Validity of Technical and Financial Proposals | 90 days |
| 2.1 | Name and Address of the Agency where correspondence concerning clarification on Request for Proposal is to be sent; _____ | |
| 6.4 | (i) Consultants must submit an original and 2 copies of the Technical Proposal, and an original Financial proposal to the Agency at the following address:_____. (ii) One copy of the Technical Proposal to the Chief Executive Officer State RRDA with the following address:_____. (iii) One copy of the Technical Proposal to NRRDA with the following address: _____, Director (Projects), NRRDA, 5 th Floor, NBCC Building, Bhikaji Cama Place, New Delhi-110066. _____. | |
| 6.5 | Submission of the proposals (Technical as well as Financial) to the address given under 6.4(i) not later than [-----PM] of [-----] | |
| 7.3 | Evaluation Criteria | As per Annexure III |
| 8.1 | Date of opening of Financial Proposal | _____ |
| 10.1 | Expected date to start contract negotiations | _____ |
| 13.1 | Expected date for commencement of consulting services | _____ |

Evaluation Criteria of Technical Proposal

The numbers of points to be given under each of the evaluation criteria are:

| | <u>Points</u> | |
|--|--------------------|--|
| (i) Qualification of the Proposer | 200 | |
| (a) Experience in road and highway projects | 75 | |
| (b) Experience in similar projects. | 50 | |
| (c) Experience in similar geographical area | 25 | |
| (d) Experience in imparting training | 50 | |
| (ii) Approach and methodology | 200 | |
| (a) Understanding of Objective | 30 | |
| (b) Quality of Methodology | 50 | |
| (c) Innovativeness | 30 | |
| (d) Work program | 60 | |
| (e) Personnel Schedule | 30 | |
| (iii) Personnel (Area of Expertise) | | |
| <u>Head office Team</u> | 600 | |
| (a) Senior Highway Engineer | 100 | |
| (b) Design Engineer | 20 | |
| (c) Soil Mechanics Engineer | 20 | |
| (d) Project Contract Management expert | 30 | |
| <u>Site Office Team</u> | | |
| (a) Team Leader | 100 | |
| (b) Deputy Team Leader | 75 | |
| (c) Resident Engineer | 75 | |
| (d) Deputy Resident Engineer | 50 | |
| (e) Material Testing Engineer | 50 | |
| (f) Technician | 30 | |
| (g) Suitability of Skill transfer (training) | 50 | |
| Total Points | 1000 Points | |

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

| | <u>Percentage</u> |
|--|-------------------|
| (i) General qualifications | 20% |
| (ii) Experience in road and highway projects | 60% |
| (iii) Total experience | 15% |
| (iv) Full Time Permanent Staff | 5% |

Total Percent 100 Percent

The minimum technical score required to pass is:

750 Points

TECHNICAL PROPOSAL STANDARD FORMS

CONTENTS

| FORM | | TITLE |
|----------------------|---|--|
| ☞ Annexure IV | : | Format of Covering Letter |
| ☞ Form TECH-1 | : | Major works during last five years |
| ☞ Form TECH-2 | : | Approach paper on Methodology and Comments on ToR. |
| ☞ Form TECH-3 | : | Composition of Team Personnel and Task Assignment. |
| ☞ Form TECH-4 | : | Staffing Schedule |
| ☞ Form TECH-5 | : | Curriculum Vitae (CV) format to be submitted with the Proposal |
| ☞ Form TECH-6 | : | Summary of information on proposed experts |

FORMAT OF COVER LETTER TO TECHNICAL PROPOSAL

FROM:

[Name & Address of the Consulting Firm]

TO:

[Name & Address of the Agency]

Sir,

Subject: Project Implementation Consultant Engagement (PIC)
Project I.D. No.

.....
.....

Regarding Technical Proposal

1. I/We the undersigned, offer to provide the consulting services of the above Project I.D. No. in accordance with your request for proposal dated [_____]. I/We am/are hereby submitting my/our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes. The bid guarantee for Rs. [_____] furnished in the form of a bank guarantee from the [Name of the bank, branch] is also enclosed. The bid guarantee is valid up to [Date].
2. I/We submit my/our offer for the following Sub Project(s) in order of descending priority in accordance with clause 1.7 Section – 2.
3. If negotiations are held during the period of validity of the proposal, i.e. before [Date], I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.
4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Signature.....

Full Name.....

Designation.....

Address.....

.....

.....

.....

(Authorized Representative)

Encls:

FORM TECH-1
MAJOR WORK DURING LAST FIVE YEARS THAT BEST
ILLUSTRATES QUALIFICATIONS

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

Please provide information on each reference assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a consortium.

| | | |
|--|----------------------------------|---|
| Project Name: | | Field of Professional Service Provided by your firm: |
| Project Location: | | Professional Staff Provided by your Company: No. of Staff: |
| Name of Agency(Client): | | No. of Person-Months: |
| Start Date (Month/Year): | Completion Date: (Month/Year) | Approx. Value of Services: (Rs) |
| Name of Associated Firm(s), if any: | | No. of Person-Months of Professional Staff Provided by Associated Firm(s): |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: | | |
| Detailed Narrative Description of Project: | | |
| Detailed Description of Actual Services Provided by your Company: | | |
| Firm's Name and signature of Authorised Representative: | | |

FORM TECH- 2
APPROACH PAPER ON METHODOLOGY
PROPOSED FOR PERFORMING THE ASSIGNMENT AND COMMENTS ON TOR

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

FORM TECH-3
COMPOSITION OF THE TEAM PERSONNEL AND THE TASK, WHICH WOULD BE ASSIGNED
TO EACH TEAM MEMBER

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

a. Technical/Managerial Staff

.....
S.No. Name Position Task assigned
.....

1.

2.

3.

4.

.....
2. Support staff

.....
S.No. Name Position Task assigned
.....

1.

2.

3.

4.

FORM TECH-4 STAFFING SCHEDULE

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

| Name | Firm | Position | Month | | | | | | | | | | | | | | Month Input | |
|--------------|-----------|-----------|-------|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------|--|
| Main office | | | | | | | | | | | | | | | | | | |
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| | Sub total | | | | | | | | | | | | | | | | | |
| Field office | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | |
| | | Sub-total | | | | | | | | | | | | | | | | |
| | | Total | | | | | | | | | | | | | | | | |

FORM TECH-5
CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL
ONE FOR EACH EXPERT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH
POSITION)

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

| | | | |
|----|--|---|--|
| 1. | PROPOSED POSITION FOR <u>THIS</u> PROJECT | : | |
| 2. | NAME | : | |
| 3. | DATE OF BIRTH | : | |
| 4. | NATIONALITY | : | |
| 5. | PERSONAL ADDRESS | : | |
| | TELEPHONE NO. | : | |

| | | | |
|-----|---|------------------|--|
| | FAX NO. | : | |
| | E-MAIL ADDRESS | : | |
| 6. | EDUCATION (The years in which various qualifications were obtained must be stated). | : | |
| 7. | OTHER TRAINING | : | |
| 8. | LANGUAGE & DEGREE OF PROFICIENCY (Indicate proficiency in speaking reading and writing of each language by excellent, good, fair or poor). | : | |
| 9. | MEMBERSHIP IN PROFESSIONAL BODIES | : | |
| 10. | ORGANISATIONS OF WORK EXPERIENCE | : | |
| 11. | EMPLOYMENT RECORD From To EMPLOYER POSITION HELD AND DESCRIPTION OF DUTIES | : : : : | (Starting with present position, list in reversed order every employment held and state the start and end <u>dates of each employment.</u>) (Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.) |
| 12. | DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand side column.) | : | WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (In this column, list project name, location, year, position held, i.e., Team Leader,, etc. and <u>exact duties rendered and time spent on each project.</u>) |
| 13. | <u>CERTIFICATION</u> (Please follow exactly the following format. Omission will be seen as noncompliance) | | |

I, the undersigned, certify that to the best of my knowledge and belief, this Biodata correctly describes my qualifications, my experience, and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the firm] continuously for the last (12) months as regular full time staff (indicate yes or no in the following boxes):

| | |
|-----|----|
| Yes | No |
|-----|----|

| | | | | |
|------------|------------------|-----|-------|------|
| SIGNATURE: | DATE OF SIGNING: | | | |
| | | Day | Month | Year |

FORM TECH- 6
SUMMARY OF INFORMATION ON PROPOSED EXPERTS

PROJECT I.D. NO.

PMGSY ROAD SECTOR PROJECT

| <i>Family Name First Name</i> | <i>Proposed Position for The Project</i> | <i>Firm (Acronym)</i> | <i>Employment Status with Firm (full time Regular staff or other)</i> | <i>Education/Degree (Year/Institution)</i> | <i>No. of years Of relevant Project Experience</i> | <i>Ex-Govt Staff (Yes/No)</i> | <i>CV Signature (By Expert/ By Other)</i> |
|-----------------------------------|--|---------------------------|---|--|--|---------------------------------------|---|
| <i>Example:</i> | | | | | | | |
| R.Ramesh | Resident Engineer | ABC | Other | B.Tech/BE Engineering (1975/University of XYZ) | 20 yrs. | No | By Expert |
| | | | | | | | |
| | | | | | | | |
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FINANCIAL PROPOSAL STANDARD FORMS

CONTENTS

☞ **Financial Proposal Standard Forms**

☞ **Forms to be used**

Annexure -IV Format of covering letter.

Form FIN-1 Remuneration: Proposed Billing Rates for Experts.

Form FIN-2 Out-of-Pocket Expenditures Proposed

Form FIN-3 (a & b) Summary of Cost Estimates

FINANCIAL PROPOSAL STANDARD FORMS

1. FORM FIN-1**Remuneration: Proposed Billing Rates for Experts**

- 1.1 The purpose of Form FIN-1 is to identify the monthly billing rates for each expert to be fielded by the Consultant as part of its proposed team of experts.
- 1.2 The following details shall be shown for each expert:
- (i) Expert's name.
 - (ii) Employment status.
 - Full-time (FT) - employee of the Consultant or an Associate Consulting Firm (refer to Sub-Clause 4.1(ix) of Section - 2.
 - Other Source (OS) - an expert being provided by another source, which is not an Associate Consulting Firm.
 - Independent Expert (IP) - independent self-employed expert.
 - (iii) Position - same as that shown on Staffing Schedule (Form TECH-4, Section 3)
 - (iv) Main Office rate - remuneration rate when the expert is working in the Consultant's Main Office
 - (v) Site Office rate - remuneration rate when the expert is working at the project site office.
 - (vi) Months - number of months input to match that shown on the Staffing Schedule (Form TECH-4, Section 3).

2. FORM FIN-2**Out-of-Pocket Expenditures: Proposed Cost Estimates**

- 2.1 The purpose of Form FIN-2 is to identify all the expenditures considered by the Consultant necessary to carry out the assignment.
- 2.2 All required expenditure items must be entered as separate items showing the following details:
- (i) Unit - type of unit (monthly, daily lump sum, etc.)
 - (ii) Per unit cost - unit rate for the item.
 - (iii) Quantity - quantity of the item

Travel

- 2.3 Travel costs will show the return fares needed by Main Office experts to travel from their Head office, or regular place of work, to the field. The number of round trips, the cost for each trip and destinations should be shown under 'Travel.' A separate item 'miscellaneous travel expenses' should be shown to cover a lump-sum allowance for journey time expenditure/allowance on a round trip basis.

Overheads

- 2.4 Annexure indicated should include all costs such as office accommodation, transportation (local for visit to work sites, Agency's offices etc.), office equipments furniture and supplies.
- 2.5 Provisional sums, which are reimbursable, include any special equipment, books, codes of Practices arrangement for workshop and trainings, Development of training material in local language which are carried out at the specific instance of the client.

3. **FORM FIN-3**

Summary of Cost Estimates

- 3.1 Form FIN-3 (a) provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3.2 Form FIN-3 (b) provides breakdown of man-month rates to be considered for release of payment.

4. **FINANCIAL PROPOSAL SUBMISSION**

The hard copy of the Financial Proposal shall include all the information contained in Forms FIN-1, FIN-2, FIN-3 (a) and FIN-3 (b) in accordance with Sub-Clause 5.1 of Section 2, Instructions to Consultants. In the event of any difference between the substance of the electronic copy of the Financial Proposal and the Hard Copy, the Hard Copy shall be the controlling version used for purposes of scoring of the Financial Proposal and ranking of the Technical and Financial Proposals.

Annexure V

FORMAT OF COVER LETTER TO FINANCIAL PROPOSAL

FROM:
[Name & Address of the consulting Firm]

TO:
[Name & Address of the Agency]

Sir,

Subject: Project Implementation Consultant Engagement (PIC)
Project I.D.No

.....
.....

Regarding Financial Proposal

1. I/We the undersigned, offer to provide consulting services for the above project I.D. No. _____ in accordance with your RPF dated [Date] and my/our proposal (technical and financial proposals). My/Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes, levies.
2. My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal or the date extended by me/us i.e. [Date].
3. I/We certify that I/we have not engaged any Agents, nor I/we have paid any fee to any Agent for procuring this consulting services.
4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Encls:

Signature.....

Full Name.....

Designation.....

Address.....

.....

.....

(Authorized Representative)

FORM FIN-1
REMUNERATION: PROPOSED BILLING RATES FOR EXPERTS

PROJECT ID NO.

PMGSY ROAD SECTOR PROJECT

| Main Office | | | | | |
|---------------|-------------------|----------|-------------------------|--------|--------------------------|
| Expert's Name | Employment Status | Position | Rate Rs. (Per Month) | Months | Total Rs. (Per Month) |
| | | | | | |
| | | | | | |
| Site Office | | | | | |
| Expert's Name | Employment Status | Position | Rate Rs. (Per Month) | Months | Total Rs. (Per Month) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

FORM FIN-2
OUT OF POCKET EXPENSES

PROJECT ID NO.

PMGSY ROAD SECTOR PROJECT

| | Unit | Unit Cost Rs. | Qty | Cost Rs. |
|--|------|------------------|-----|-------------|
| • Travel (For mobilization & Demobilization) | | | | |
| • Miscellaneous travel expenses | | | | |

- Overheads Month

- Report & Document Preparation, Production

- Provisional sums:
 - (i) Equipments, Establishment of Hardware and Connectivity of Internet.
 - (ii) Purchase of Book of Specifications, Holding of Training and Workshops*
 - (iii) Development of Training Material in local language**
 - (iv) Other costs.

* The cost should include, the cost of course material for distribution to participants external faculty if required

* If required

FORM FIN-3 (a) SUMMARY OF PROPOSED COSTS

PROJECT ID NO.

PMGSY ROAD SECTOR PROJECT

| No | Description | Amount Rs. |
|----------------|--|------------|
| Fin-1 | Remuneration to Professional Personnel & Support Staff | |
| Fin-2 | Mobilization & Demobilization of staff. | |
| Fin-2 | Overheads (to include office operation, rent, duty travel to site by Personnel, office furniture & equipment.) | |
| Fin-2 | Report & Document preparation. | |
| Fin-2 | Provisional Sums | |
| | Total cost | |
| Taxes & Duties | | |
| Fee or Profit | | |
| | Total cost (including all taxes, duties, levies) | |

Activity Wise Breakup

| Activity | Total Amount Rs. |
|--|------------------|
| <i>Preconstruction stage activities, i.e.,</i> | |
| Activity 1 : Preparation of DPRs. | |
| Activity 2: Assistance in work procurement. | |
| <i>Works Supervision, i.e.,</i> | |
| Activity 3: Construction Supervision. | |
| Activity 4: Project Performance Monitoring and Project Completion Report. | |
| Activity 5: (i) Training of PIU staff & contractor's personnel (ii) Development Training material in local language | |

**FORM FIN-3 (b)
BREAKDOWN OF MAN-MONTH RATES**

PROJECT ID NO

PMGSY ROAD SECTOR PROJECT

(To be considered for release of payment/cost of Consultancy charges)

| S.No. | Name & Position | Basic Salary Rs. | Out of Pocket Expenses Rs. | Sub Total Rs. | Fee (or) profits (% of 5) Rs. | Monthly fixed (5+6) Rs. |
|-------|-----------------|------------------|----------------------------|---------------|-------------------------------|-------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

We hereby confirm that the basic salaries indicated above are taken from the organizational roll records and reflect the current salaries of staff members listed, which have not been raised other than the normal annual salary increase policy as applied to all the organizational staff.

Yours faithfully,

Signature_____

(Authorised Representative)

- Note:**
- The basic salary should also include components of other financial benefits 'payable to, or for' the staff members, such as vacation pay, sick leave pay, insurance etc. (not covered under social charges).
 - Over heads should also take into account all other expenses to be incurred by the consultant excepting the "Reimbursable" component of the consultancy charges.

TERMS OF REFERENCE (TOR) FOR PROJECT IMPLEMENTATION CONSULTANTS (PIC)

A. Introduction:

- 1.1 The Pradhan Mantri Gram Sadak Yojana (PMGSY) has set a programme objective of achieving all weather access to every habitation with population of greater than 500 (250 in case of hill states and the desert areas) by the end of Tenth Five Year Plan, i.e. 2007. PMGSY is a hundred percent centrally funded and centrally sponsored scheme with dedicated sources of funding.
- 1.2 The National Rural Roads Development Agency (NRRDA) has been set up under the aegis of Ministry of Rural Development, Government of India, and is the agency responsible for overall management, supervision and execution of PMGSY on behalf of MoRD. The programme is implemented through the State Government. Similar structures exist at State level, in the form of a State Rural Road Development Agency (SRRDA), as the State Nodal Agency. The Program Implementation Units (PIU) at the district level actually execute the program.
- 1.3 Since the PMGSY, as a programme, stresses on adherence to both quality and time, the expertise and effort at PIU level needs to be of a high order. The size and pace of the programme is increasing. While the State Government is making efforts to increase capacity by training and manpower augmentation, because of the high level of unconnectivity, completion of PMGSY in the given time frame requires augmentation of capacity by outsourcing. As such, to assist in achieving PMGSY objectives, PIUs, the State Government may proposes to engage Project Implementation Consultants (PIC) for.
 - (a) Preconstruction stage activities, i.e.,
 - Activity 1: Preparation of DPRs.
 - Activity 2: Assistance in work procurement.
 - (b) Works Supervision, i.e.,
 - Activity 3: Construction Supervision.
 - Activity 4: Project Performance Monitoring and Project Completion Report.
 - (c) Training Activity, i.e.,
 - Activity 5: Training of PIU Staff & Contractor's Personnel.

A PIC would provide the service for one District or a group of Districts.

B. The Consultant:

- 2.1 The services of the PIC may be provided by a consulting firm ('Consultant') with adequate experience in the field. The Consultant will provide staffing as indicated in Clause 15 of Section - 5; though in preparing their proposals the Consultants may propose alternative arrangements that, in their opinion, will provide service of an equivalent quality. The final staffing would be adjusted to suit the actual work and implementation schedule.
- 2.2 The Consultant will be engaged by the SRRDA by inviting Technical and Financial Offers on approved TOR (consumed by NRRDA). The CVs of key personnel shall be included in the EoI along with documentary proof of qualification and experience, their written consent and availability. The Consultant will be required to give the CVs of all the Team members along with Technical Offers.

C. Procedure for Engaging Consultant:

3. The State Nodal Agency shall engage the PIC by.

- (i) Inviting Expressions of Interest on format.
- (ii) Short listing firms with NRRDA concurrence, inviting Technical and Financial Offers (with break up for each of the activities) and Technical Evaluation by a Committee including an NRRDA representative.
- (iii) Final Selection by Quality cum Cost Based System (QCBS) with a weightage of 60% to technical score and 40% to financial score.

4. Consultants may be engaged in one or both of the following assignments, provided that in case both activities are outsourced, it will be part of a single consultancy: -

- Pre-Construction Stage Activities
 - Works Supervision Activities.
- Training of PIU and Contractor's Personnel would be a common activity forming part of above two activities.

D. Implementation Arrangements:

5. Under the overall guidance of the State Nodal Agency, the PIC will work directly with the respective PIUs in preparing the DPRs and supervision of works for the project roads. The consulting services are expected to continue for 3* years.

* Usually about 3 months time is sufficient for preparation of DPRs for each year's sub projects. The work execution time varies from 9 to 12 months depending upon the terrain and the available working season. As such during three years Consultancy Period three set of Contract Packages /DPRs would be required to be handled. The lean season would be used for vigorous training activities. The lean season would consist of gap between the DPR preparation and tendering activities and also during peak rainy season.

** This would be suitably modified as per State specific requirement.*

6. Each PIC will establish a Site Office in each of Districts where the PIUs are located, for works supervision. The Main Office, headed by a Team Leader will be responsible for assisting the PIU in DPR preparation at PIU level, supervising and coordination with respective PIUs. The staffing of each Site Office is to be approved by the respective PIU before commencement of works. The PIC should be in a position to withdraw some of the personnel as and when some of the activities get reduced due to completion of part of works. Provision for Main Office based Experts has also been made in the staffing schedule. The function of the Main Office based Experts is to provide guidance and peer consultation to Site Office based Experts.

The Consultant will have to have Senior Level Personnel for maintaining the proper interface between the field staff of the Consultant, the PIU and Senior Level Officers of the State Nodal Agency. This would be essential so that there is no communication gap, required activities continue without waiting for time lag in the decision making process of the PIU or the State Nodal Agency weekly meetings with the PIU and Contractor (for the work), monthly meeting with the State Nodal Agency and quarterly meeting with the Officers of NRRDA is envisaged for this purpose. This would be in addition to the report submittals described in Clause 17.

E. Scope of Activities:

Activity 1. Preparation of DPRs

7. The PIC will assist the PIU in project proposals by preparing detailed project reports (DPRs). The PIC shall only be engaged in New Connectivity Works, in respect of the subproject proposal, which have been identified by the PIU following the procedures as per PMGSY guidelines

including preparation/review of the Comprehensive New Connectivity Priority (CNCP) list, whenever required. The activity will include but not limited to the following:

- (i) Conducting topographic survey and soil investigations on the proposed alignment for collecting information necessary for designing civil works.
- (ii) Identifying sources of construction material, conducting a detailed soil and material survey for the purpose of pavement design and for ascertaining the location, availability and suitability of road construction material.
- (iii) Designing vertical and horizontal curves, cross drainage, pavement, slope and embankment protection works (in hilly reaches). Designing of bridges of more than 6 m span is not included in the current scope of work.
- (iv) Land Arrangement: The PIC shall prepare plans indicating additional land requirement as per PMGSY guidelines.
- (v) Environmental impact and amelioration Study.
- (vi) Providing BOQ for according Technical Sanction to the estimate by the designated officer of the Agency and Call of Tenders.
- (vii) Imparting training to the staff of PIU on preparation of DPRs as well as in conducting lab tests through field laboratories.

Activity 2. Assistance in Works Procurement

8. Procurement will be done at PIU level. Intermediate Stages may include processing at Circle, Zonal or State Level particularly with reference to invitation to bid and bidding capacity evaluation. As such the role of the PIC will be as follows:
- (i) Assisting the PIU in developing contract packages suitable for local contractors, values of Rs. 1 to 5 crores, and with total length of the roads ranging from about 5 to 25 Km, taking into account the location of roads and practicality for implementation.
 - (ii) Assisting the PIU in preparing bidding documents for each contract package based on the Standard Bidding Document approved by NRRDA.
 - (iii) Assisting the PIU/State Nodal Agency in evaluation of bids based on qualification information with reference to eligibility criterion of bidders.

Activity 3: Construction Supervision

9. The civil works are executed under the Conditions of Contract, as outlined in the Bidding Documents. Accordingly, the State Nodal Agency will be the SRRDA and the Head of the PIU will be the 'Engineer' for all civil works contract under the Project.
10. As the Engineer's representative, the PIC Team Leader will monitor the execution of the civil work contracts and ensures that the works are constructed in accordance with its provisions. The PIC will have all the powers defined in the Conditions of Contract as being the Engineer, except the following, which will be retained and exercised by the Engineer, i.e., PIU, on the advice of the PIC:
- (i) Issuing the order to commence the work.
 - (ii) Approving a variation.
 - (iii) Approving a new item rate or revised item rate for a BOQ item.
 - (iv) Approving subletting of any part of the work.
 - (v) Approving an extension of time.

- (vi) Deciding liquidated damages.
- (vii) Stopping and/or termination of the contract for works.
- (viii) Taking measurement and keep measurement records.
- (ix) Maintaining records, correspondence and diaries.
- (x) Certifying work volume and recommending interim certificates for progress payments.
- (xi) Maintaining consolidated project accounts, and preparing financial statements.
- (xii) Certifying completion of part or all of the works.
- (xiii) Processing the contractor's possible claims.

11. The responsibility of PIC will include:

- (i) Approving Contractor's work program, method statements, material sources, etc.;
- (ii) Preparing and issuing reports as defined subsequently;
- (iii) Preparing and /or approving working drawings, approving the setting out of the works, and instructing the contractors;
- (iv) Comprehensive supervision of project implementation activities carried out by the contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Document;
- (v) Scrutinizing the Contractor's detailed work programme, scrutinizing the plant and machinery deployment schedule, suggesting modifications, if any, in the works programme after a careful study and ensuring timely completion;
- (vi) Scrutinizing and/or reviewing contractor's superintendence, personnel and suggesting modifications, if any;
- (vii) Initiating advance action for handing over of site and /or issue of drawings, and /or advising Agency;
- (viii) Scrutinizing the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environments aspects as well as safety of works, personnel and the general public;
- (ix) The Consultant are to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Consultant to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Consultant as soon as reasonably possible;
- (x) Associating himself with the tests being carried out by staff of the Contractor and, undertaking additional tests as necessary to ensure the quality of works;
- (xi) Reviewing the test results/certificates of all construction material and or sources of material and undertaking additional tests as necessary to assess the quality of works;
- (xii) Preparing updated and additional drawings as required during the contract period and supplying to the contractor in time;
- (xiii) Carrying out detailed checking and verification of the setting out data for the work including lines, levels and layout to ensure conformity with the working drawings;
- (xiv) Ensuring taking requisite samples during execution and promptly advising the contractor about the result;
- (xv) Carrying out regular inspection of the Contractor's equipment. Plant, Machinery, installation, etc and ensuring they are adequate and are in accordance with the terms and conditions of the contract;
- (xvi) Evolving and implementing a system for the quality assurance of the works. The system of control of quality of material and completed works shall also include sampling method and criterion and acceptance criteria. The sampling method and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant IRC and MoRTH publications and *international practices*. Consultant shall ensure that at least 10% tests are conducted by his staff or in their presence in Contractor's/ District level labs of the PIU;
- (xvii) Ensuring that road safety issues identified at the design stage are properly addressed during construction, and conducting a road safety audit at every stage;

- (xviii) Ensuring minimum disturbance/damage to the environment by approval of Contractor's work statement/methodology;
- (xix) Assisting the PIU and relevant agencies, such as Ministry of Labor and Health in monitoring, coordinating and supervising the implementation of health awareness campaigns and compliance of Labour Laws for construction workers;
- (xx) Providing the employer with complete records and reports as related to the tests performed by him and checking the Contractor's as built drawings for the works.

Activity 4: Project Performance Monitoring and Project Completion Report

- 12. The PIC will assist the PIU in preparing the Project completion report to be submitted to the State Nodal Agency within 3 months after project completion.
- 13. The PIC will make data entry in OMMS with respect of works within scope of consultancy. Access to database will be provided. *Satisfactory establishment of hardware and connectivity will be the responsibility of the PIC.*

Activity 5: Training of PIU Staff and Contractor's Personnel

- 14.1 The consultant shall provide (i) formal and (ii) on the job training to both PIU and Contractor's staff. Formal training shall take the form of (i) briefings held on site at the beginning of each contract to ensure all staff working on each contract understand respective roles and responsibilities and (ii) one day workshops approximately 1, 6 and 9 months into the each contract (for the execution of works) or as instructed by the client that seeks to address common weaknesses noted over the intervening period.
- 14.2 During their regular reviews, the Consultant is expected to provide on the job training on aspects such as in the use of checklists, performing various construction operations, setting-out of the works, quality control procedures, safety and environmental management, good contract management practices and other aspects as the circumstance dictate.
- 14.3 Providing guidance and training to the staff of PIU. (Some course material for the training is already under preparation with NRRDA. As such no new course material is required to be developed by the consultant).
- 14.4 Developments of Training Materials in local language* on the course material available with NRRDA ,Operations Manual, PMGSY Handbook on Quality Control, Road Works. This material would primarily be used for training of Contractors Staff, Technicians engaged in testing of material in field labs and the site supervisors of the PIU.
*The State Nodal Agency to indicate if required.

F. Staffing and Other Inputs:

- 15.1 The Consulting firm will be expected to provide the following personnel for the indicated duration. The given durations are indicative and subject to variation by agreement between the Consultant and State Nodal Agency.
- 15.2 Consulting inputs will be about [-----] person months of Main Office and [-----] person-months of Field Office for each PIC in the State. The Consultants team composition and inputs are shown below.

Consultants Team Composition and Staffing Schedule

| Main Office Based Experts | Qualification and No. | Deployment | |
|---------------------------|-----------------------|------------|-------|
| | | Man | Month |

| | | |
|---|--|---|
| Senior Engineer* | 20 Years experience in Road Works | Main Office based experts are for providing guidance and peer consultation. Input of each may vary from 6 to 12 weeks for the entire duration (of 3 year) |
| Structural Engineer and Soil Mechanics Engineer | Designing small bridges and culverts. Slopes embankments stability | |
| Highway Engineer | At least 5 years experience in geometrical Design | |
| Quality/Material Engineer | 5 years experience in testing of road construction material. | |
| Team leader* | One for each State or part for larger States. | For full duration of Contract. |
| Deputy Team Leader | Two for each Sub Project | _____ do _____ |
| Site Office based experts | | |
| Resident Engineer (RE)* | One for each District or for works upto Rs 20 Crores. | |
| Deputy Resident Engineer * | One for works upto Rs 8 crores. | |
| Materials Testing Engineer | One for works upto Rs 4 crores. | |
| Helper to Testing Engineer. | One for each testing Engineer. | |
| Supervisor | One for each contract package. | |
| Office Assistant/Data Entry Operator. | 1 for each RE. | |

Positions marked *are treated as key positions.

15.3 Basic Qualification of the Team:

| | |
|---|---|
| Team Leader | Graduate in Civil Engineering with 20 or more years professional experience in Project Management of Roadworks including in planning and construction, contract management, quality management etc. <i>Age limit 65 years</i> |
| <u>Resident Engineer (RE)</u> Deputy Team Leader | B.E. with 15 or more years of professional experience in road construction projects. Desirable: PG in Transport/Highway Engineering Should have served minimum 5 years in similar capacity. Extensive experience of project & contract management, construction supervision essential. <i>Age limit 60 years</i> |
| Dy RE | B.E. with 10 or more years experience in Road Projects. Minimum 3 years experience in construction supervision should also have experience of Topographic survey for road works, setting out of alignment using Total Station, Auto level |

| | |
|----------------------------|---|
| | etc. <i>Age limit 50 years</i> |
| Quality/ Material Engineer | B.E with more than 15-year experience in Road Projects including minimum 3 years experience in testing of highway materials. <i>Age limit 50 years</i> |
| Soil Mechanics Engineer | 10 years experience in slope and embankment protection designs in Road Projects. Desirable PG in Soil Mechanics. <i>Age limit 50 years</i> |
| Supervisor | Diploma in Civil Engineering with minimum 5 years experience in Road Works. <i>Age limit 50 years</i> |

Consultant will be responsible for deployment/withdrawal of staff/additional staff for efficient and complete supervision of works. However, the total staff inputs should not exceed the man-month included in the contract. The CV's of key personnel shall be included in the EoI along with documentary proof of qualification and experience, their written consent and availability. The CVs of all team members will be provided along with the Technical Bid.

G. Facilities:

16. The PIC will have to make his own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in his Financial Offer.

H. Reports:

- 17.1 The PIC will submit the following reports at the time and in the number of copies (also soft copies) indicated for each: some of the reports would be in questionnaire form so that all required aspects are covered.
- a. **Inception Report:** To be submitted within three (3) weeks of the commencement of services. The report will be based on work and staffing schedules agreed during contract negotiations, will include the consultants detailed work program including Quality Assurance Plan. (6 copies to the PIU, 3 copies to Agency)
 - b. **Progress Report:** Monthly reports to be submitted by the tenth day of the following month, quarterly report to be submitted by the 15th day of the following quarter. A copy of the quarterly report shall also be submitted to NRRDA through the State Nodal Agency along with its comments. In case the Consultant finds that the suggestion for improving the quality, reducing the time overrun etc. are being over ruled by the PIU's, such instances should also be included in the quarterly report to NRRDA.
 - c. **Project Completion Report:** To be submitted upon completion of the services, this should include the Annual Report of the activities carried out along with comments of the State Nodal Agency. Copy of this shall be submitted to NRRDA as well.

The above reports will summarize the work performed during the reported period identifying the problems encountered, and indicating the corrective action taken or recommended. Regarding Activity 1, the reports will indicate the progress of each work item. Regarding Activity 3, the report will include records of the meetings regarding contract administration, decisions taken, mobilization of resources (Consultant's and Contractor's), approval/ changes in Works programme, delays anticipated, and action proposed, physical and financial progress achieved and the projected progress for the forthcoming period, in the format agreed by the Agency (6 copies to PIU, 3 copies to State Nodal Agency.)

17.2. The PIC will submit the following deliverables also as indicated below:

- a. **Draft Detailed Project Report:** To be submitted one month in advance of the date on which final Detailed Project Reports are due.
- b. **Final Detailed Project Report:** To be submitted within two weeks of the receipt of comments on the Draft Detailed Project Report from the PIU or the STA/PMC (6 copies to the PIU).
- c. **Draft Land Arrangement Plan:** To be prepared as required, and to be submitted for review and comments by the PIU.
- d. **Draft Bidding Document:** To be submitted one month in advance of the date on which the bidding document is to be issued. The document will include complete engineering drawing, bill of quantities, and cost estimates, (3 copies).

I. Additional Services:

18. The Consultant shall, if so required by the State Nodal Agency, provide any additional services at man month rates as per the contract, or as mutually agreed upon as a variation order.

J. Performance Security:

19. The Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Bank Grantee(s) shall cover entire duration of the consultancy period plus 6 months. Provided that in case the consultancy is only for pre-construction stage activities, the Bank Guarantee will remain valid for the construction period of 12 months plus 6 months, to cover poor performance discovered during execution based on the prepared DPRs. The format of the Bank Guarantee(s) shall be got approved by the Consultant from Employer (or as given in appendix II). The Bank Guarantee(s) shall be released after satisfactory completion of the assignment and submission of final bill of the civil contractors. If performance of the Consultant is not found satisfactory this security will be liable to be forfeited. In addition, the Consultant shall be liable for action under other clauses of the Contract.

K. Penalties:

20. (i) In case consultant fails to render satisfactory services (to be determined by the State Nodal Agency based inter-alia on PIU report) with regard to any portion of the Activities comprising the Consultancy or in providing timely Reports with regard thereto, the Consultant shall be liable to pay penalty @0.5% (One half percent) per calendar day subject to maximum of 10%(ten percent) of the contract sum calculated prorata for the Activity. However, if provision of services is delayed due to the PIU, suitable extension of time for completion of services shall be granted upon receipt of express request containing full justification.
- (ii) The SRRDA may conduct independent quality monitoring and checking of works. If such checks disclose that works certified by the PIC do not meet the specified standards, the SRRDA will not pay the PICs fees for the defective works calculated prorata for the Activity. In addition, the PIC will incur a penalty equal to 100 % of such amount. PIC will be responsible to get the defects rectified by the contractor.

- (iii) If the service of the specified personnel are not made available at proper time or a team member provided by PIC is not acceptable to the PIU, the PIC shall immediately replace the team member and will also incur a penalty equal to the man-month rate of the team member. If the PIC fails to quickly deploy/replace a team member as instructed by the SRRDA, the Employer may make temporary arrangement. The SRRDA will pay the temporary deployment/replacement with commensurate reduction in the person month scope of the PIC contract. The PIC shall also incur a penalty equal to 50% of the cost to the SRRDA of the temporary deployment/ replacement until the PIC provides a suitable replacement/ team member.

This will however be a temporary arrangement. If PIC fails to deploy the requisite personnel or replace any member as instructed, the Consultant shall be liable for termination of the agreement and or black listing.

L. Payment Schedule:

21. Payment shall be made on monthly basis of time actually spent by the site office experts in performance of the services plus the prorata overhead charges comprising the components of Main Offices and Site Office expenses.

SECTION- 6

PROJECT Implementation Consultant (PIC)

SUB PROJECT
[Mention Project ID and brief description]

AGREEMENT
FOR
CONSULTANT'S SERVICES
Between

[Name and Address of State Nodal Agency]

And

[Name of consultant]

AGREEMENT

This AGREEMENT is made on this _____ day of _____, 200 ____ between the _____ [Name and Address of Employer] (hereinafter referred to as the “Agency”) which expression shall where the context so admits, includes his successors in office and assigns on the one part, and _____ (hereinafter called the “Consultants”) which expression shall where the context so admits, includes his successors in office and assigns on the other part.

WHEREAS

- (a) The Agency has received funds from Govt. of India under Pradhan Mantri Gram Sadak Yojana (hereinafter called PMGSY) for construction of rural roads in the State of [name of the State to be filled in]. The works and services shall be subject to the guidelines of the Scheme.
- (b) The Agency intends to carry out a Road Construction Project as defined (hereinafter called the “Project”) in accordance with the PMGSY Guidelines.
- (c) The Agency has requested the Consultants to provide certain Consulting services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the “Services”);
- (d) The Consultants, having represented to the Agency that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;

NOW THEREFORE the parties hereto hereby agree as follows: -

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

- (a) The General Conditions of Agreement (hereinafter called “GC”);
- (b) The Special Conditions of Agreement (hereinafter called the “SC”);
- (c) The following document and Appendices:
 - Section 1 - Letter of Invitation.
 - Section 2 - Instructions to Consultants including Data Sheet.
 - Section 3 - Technical Proposal Standard Forms.
 - Section 4 - Financial Proposal Standard Forms.
 - Section 5 - Terms of Reference.
 - Section 6 - Standard Form of Contract and General Conditions of Contract, Special Conditions of Contract.
 - Appendix I- Form of Bank Guarantee for Bid Guarantee.
 - Appendix II- Form of Bank Guarantee for Performance Guarantee
 - Appendix III- Form of Bank Guarantee for Advance Payment.
 - Appendix IV- Joint Venture Data.

All related correspondence exchanged between the Agency and the Consultant.

The mutual rights and obligations of the Agency and the Consultants are be set forth in the Agreement; in particular:

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

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

FOR AND ON BEHALF OF
 [Name of the Agency]
 By
 [Authorised Representative]

FOR AND ON BEHALF OF
 [Name of the Consultant]
 By
 [Authorised Representative]

Witness 1.
 2.

(Note: If the Consultant consist of more than one entity all of these entities should appear as Signatories e.g. in the following manner)

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF CONSULTANT
 (Name of the member)

By.....
 (Authorised Representative)

GENERAL CONDITIONS OF AGREEMENT (GC)

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of [Name of State] as they may be issued and in force from time to time;
- b) "Agency" means the State nodal Agency implementing the PMGSY. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions.
- c) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- d) "Authorised Representatives" is the person named in Clause 1.7 of GC to execute the agreement and administer the contract.
- e) "Bank" means any Scheduled or Institutional bank so designated by the State Nodal Agency for their banking transactions relating to this agreement.

- f) "Consultant" means and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- g) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of the State Nodal Agency; [other key officers may be defined as applicable].
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- i) ["General Manager"] means [General Manager] of concerned Project Implementation Unit of _____.
- j) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- k) "Key personnel" means the personnel referred to in Clause 4.2(a) hereof;
- l) "Party" means the agency or the Consultants, as the case may be, and Parties means both of them;
- m) "Project" means supervision and quality control work of Project packages described in Annexure-II under Pradhan Mantri Gram Sadak Yojana (PMGSY);
- n) "Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the Term of Reference (TOR) Section 5 hereof;
- o) "Starting Date" means the date referred to in Clause 2.3 hereof;
- p) "Sub-Consultant" means any entity to which the Consultant sub-contracts any part of the services in accordance with the provisions of Clause 3.7 hereof, and;
- q) "Third Party" means any person or entity other than the Government, the Agency, or the Consultants.

1.2 Relation Between the Parties:

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

1.3. Law Governing the Agreement:

This Agreement, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

1.4. Language & Headings:

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement. The Headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices:

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, telegram or facsimile to such Party at the addresses specified hereunder: -

| | | |
|------------------------------|---------------------|-------|
| Agency | Consultants: | _____ |
| Name and Address to be given | Attention: | _____ |
| _____ | Phone: | _____ |
| Phone. | E-mail: | _____ |
| E-mail. | Fax: | _____ |
| Fax: | | |

[Note: Fill in the blanks]

1.5.2 Notice will be deemed to be effective as follows:

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

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

1.6 Location:

The services shall be performed at such locations as are specified in TOR.

1.7 Authorised Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Agency or the Consultants may be taken or executed by the officials as under:

For the Agency _____ For the Consultant: _____

Phone _____

Or, on his behalf of the concerned PIU.

[Fill in the blanks]

1.8 Taxes and Duties:

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

- 1.9** The conditions shown in Request for Proposal (RFP), Term of Reference, Technical and Financial Offers shall form the part of this agreement.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and become effective on the date (the "Effective Date") of the Client's notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of this agreement have been met.

2.2 Termination of Agreement for Failure to Become Effective:

If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC of this agreement, either party may, by not less than 15 days written notice to the other Party, declare this Agreement 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 period after the effective date as specified in the SC of this agreement.

2.4 Expiration of Agreement:

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

2.5 Liability of Parties:

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

2.6 Modification:

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 7.2 of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition:

- (a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agent or employees;
- (c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:
 - (i) Take into account at the time of the conclusion of this Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Agreement:

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

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

2.7.3 Consultation:

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

2.7.4 Extension of Time:

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

2.7.5 Payments:

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

2.8 Suspension:

The Agency, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Agency, for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

2.9 Termination

2.9.1 By the Agency:

The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Agency may have subsequently approved in writing;
- b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 of this agreement hereof;
- d) If the Consultants submit to the Agency a statement which has a material effect on the rights, obligations or interests of the Agency and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- g) If the Consultant, in the judgment of the Agency, was engaged in any activity falling under Conflict of Interests category as defined in Clause 3.2, hereof.

2.9.2 By the Consultants:

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

- (a) If the Agency fails to pay any money due to Consultants pursuant to this agreement and not subject to dispute pursuant to Clause 10 of this agreement hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Agency is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's 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 Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 of this agreement hereof.

2.9.3 Cessation of Rights and Obligations:

Upon termination of this Agreement pursuant to GC Clauses 2.2 or 2.9.1 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof;
- (c) The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.6 of this agreement hereof;
- (d) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Agency, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

2.9.4 Cessation of Services:

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

2.9.5 Payment upon Termination:

Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Client shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Agency):

2.9.6 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement 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 10 of this agreement here of.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance:

The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub-Consultants and agents, comply with the Applicable Law time being in force.

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, discounts etc.:

The remuneration of the Consultants pursuant to Clause 6 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies:

If the Consultants, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the state of [Name of State] and shall at all times perform such responsibility in the best interest of the Agency. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Agency.

3.2.3 Consultants and Affiliates not to engage in certain activities:

The Consultants agree that, during the term of this agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities:

The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of _____[Name of State], which would conflict, with the activities assigned to them under this Agreement.

3.3 Confidentiality:

The Consultants, their Sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Agency's business or operations without the prior written consent of the Agency.

3.4 Limitations of the consultant's liability towards Agency:

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, shall not be liable to Agency:
 - (i) For any indirect or consequential loss or damage, and
 - (ii) For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Consultant hereunder; or (B) the proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (b) The limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying out the services.

3.5 Insurance to be taken out by the Consultants:

The Consultants shall:

- (i) 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 Agency, insurance against the risks, and for the coverage's, as specified below; and
 - (ii) At the Agency's request, provide evidence to the Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- (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 Consultant or their personnel for the period of the Consultancy; and
- (b) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant and of any Sub Consultant, in accordance with 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.

3.6 Accounting, Inspection and Auditing:

The Consultants shall:

- (i) Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) Permit the Agency or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Agency.

3.7 Consultant's Actions requiring Client's prior Approval:

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

- (a) Appointing such members of the Personnel as are listed in Clause 15 of TOR merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) The selection of the Sub-Consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by the Agency prior to the execution of the Sub-Contract; and
 - (ii) That the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its personnel pursuant to this agreement;
- (c) Any other action as may be specified in SC.

3.8 Reporting Obligations:

The Consultants shall submit to the Agency the reports and documents specified in Clause 17 of TOR (Section 5) hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

3.9 Documents Prepared by the Consultants to be the Property of the Client:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Agency under this agreement shall become and remain the property of the Agency. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Agency, 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 Agency:

Equipment and materials made available to the Consultants by the Agency or purchased by the Consultants with funds provided by the Agency shall be the property of the Agency and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Agency an inventory of such equipments and material and shall dispose of

such equipments and materials in accordance with the Agency's instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1 General:

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

4.2 Description of Personnel:

- (a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Section 5, TOR.
- (b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in TOR, may be increased by agreement in writing between the Agency and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in Clause 6.1 (b) of this agreement.

4.3 Approval of Personnel:

The Key Personnel listed by title as by name are hereby approved by the Agency. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Agency for review and approval of a copy of their biographical data. If the Agency 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, such Key Personnel shall be deemed to have been approved by the Agency.

4.4 Removals and / or Replacement of Personnel:

- a) Except as the Agency may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Agency;
- b) If the Agency (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 Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Agency.

4.5 Team Leader and Resident Engineer:

The Consultants shall ensure that at all times during the Consultants performance of the Services in State of [_____], a Team Leader and Resident Engineer (s) in the district of [_____], acceptable to the Agency, shall take charge of the performance of such services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions:

The Agency will assist to consultant in grant of following from Government:

- (a) Provide the Consultants, the Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

- (c) Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of [-----] reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land:

The Agency warrants that the Consultants shall have free of charge unimpeded access to all land in the State of [-----] in respect of which access is required for the performance of the Services.

5.3 Payment:

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount:

- (a) The payment to the Consultant in consideration of the services rendered by him shall be made on the monthly basis. The payment shall be calculated on the basis of time actually spent by such Personnel in the performance of the services after the date determined in accordance with Cl.2.3 or such other date as parties may agree in writing. Such remuneration shall be subject to price adjustment as specified in SC.
- (b) Except as may be otherwise agreed under GC Clause 2.6, payment under this agreement shall not exceed the ceilings specified as under. The Consultants shall notify the Agency as soon as cumulative charges incurred for the services have reached 80% of ceilings.

The Ceiling amount is Rs. _____.

6.2 Currency of Payment:

All payments under this agreement shall be made by Account Payee Cheque in Rupees.

6.3 Payment to the Consultants:

Subject to the ceiling specified in Clause 6.1 (b) hereof, the Agency shall pay to the Consultants on the basis of time actually spent by the Consultants Personnel in the performance of the services at the specified rates approved by the Agency every month.

6.4 Mode of Billing and Payment:

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

- (a) The Agency shall cause to be paid to the Consultants an advance payment as specified in the SC and as otherwise set forth below. The advance payments will be due after provision by the Consultants to the Agency of a Bank Guarantee by a Bank acceptable to the Agency in an amount (or amounts) specified in SC, such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix III hereto or in such other form as the Client shall have approved in writing;
- (b) As soon as practicable and not later than the Fifteen (15) days after the end of each calendar month, during the period of services, the Consultant shall submit to Agency in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC Clauses 6.3 and 6.4 for such month;
- (c) The Agency shall cause the payment of the Consultants periodically as given above within thirty (30) days after the receipt by the Agency of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment.

Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the consultants, the Agency may add or subtract the difference from any subsequent payments;

- (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 Agency. The services shall be deemed completed and finally accepted by the Agency and the final report and final statement shall be deemed approved by the Agency as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Agency unless the Agency, within such ninety (90) days 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 Agency 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 agreement, shall be reimbursed by the Consultants to the Agency within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Agency for payment must be made within six (6) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

6.5 Recovery:

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

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith:

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

7.2. Operation of the Agreement:

The Parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 10 thereof.

8. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED

As per Para 15 of the TOR (Section 5) the Consultant is required to provide the Key Personnel with qualification and experience as laid down in Para 15.3 of TOR. The team given in Technical Proposal will have to be employed on the work. No replacement will be allowed for six months. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Agency.

If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant as specified in Clause 20 of the TOR (Section 5). In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract.

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

10. SETTLEMENT OF DISPUTES

10.1. Amicable Settlement:

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

10.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 10.3 hereof.

10.3 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between Consultant and the Agency as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the Adjudicator in the person of the Secretary (or the Head) of the Nodal Department of the State Government within 14 days of arising of such disputes. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute. Performance under the Contract shall continue notwithstanding the reference to the Adjudicator.

10.4 Any Party not satisfied with the decision of the Adjudicator shall be free to refer the case for arbitration under the provisions of The Arbitration and Reconciliation Act 1996 within 30 days. If neither Party prefers the dispute to Arbitration within the above 30 days, the Adjudicator's decision will be final and binding.

10.5 Except where the decision has become final, binding and conclusive in terms of sub Clause 10.4 above, the disputes or difference shall be referred for Adjudication through arbitration by a sole Arbitrator appointed by the Secretary (or the head) of the Nodal Department of the State Government.

10.6 It is the term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with notice for the appointment of Arbitrator and giving reference to the rejection by the Adjudicator.

10.7 The cost and expenses of arbitration proceedings shall be paid as determined by the arbitrator.

10.8 Miscellaneous:

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

11. JURISDICTION

The contract has been entered into in the State of [-----] and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in [-----] or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

SPECIAL CONDITIONS OF AGREEMENT (SC)

| Number of Clause | Number of Amendments of, and Supplements to, Clauses in the GC General Condition of Agreement. |
|------------------|--|
| 2.1 | The agreement shall come into force and effect on date order to commence services is issued by Agency. |
| 2.2 | The time period shall be 15 days unless any other time period parties may agree in writing. |
| 2.3 | The time period shall be 15 days unless any other time period parties may agree in writing. |
| 2.4 | The time period shall be []months unless any other time period parties may agree in writing. |
| 3.7(c) | <p>The other actions are:</p> <p>Taking any action under a civil works agreement designating the Consultants as " Engineer", for which action, pursuant to such civil works agreement, the written approval of the Client (Agency) as "Client " is required".</p> |
| 3.9 | The Consultant shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Agency. |
| 4.1 | The person designated as Team Leader/Resident Engineer in TOR shall serve in that capacity, as specified in Clause GC 4.5. |
| 6.1(a) | <p>THE FORMULA FOR CALCULATION OF ESCALATION IN CONSULTANCY FEE.</p> <p>The man month rate shall be calculated annually w.e.f. the date of signing of contract as per formula given below:</p> $X1 = XC1/C$ <p>X = Basic rates of remuneration, quoted in the offer.</p> <p>X1 = Escalated rates of remuneration for the period under consideration.</p> <p>C = Consumer price index number for urban non-manual employees for the month and year of signing of the contract for [State Capital], published by Government of India.</p> <p>C1 = Arithmetic average of the consumer price index number for Urban, non-manual employees, for [State Capital] for which adjustment is to be worked out.</p> |
| 6.4(a) | <p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(1) An advance payment of 10% of total payable amount shall be made within 30 days after receipt of advance payment guarantee. The advance payment will be set off by the Agency in 8 equal monthly installments against the payments of the service;</p> <p>(2) The bank guarantee shall be for the period of agreement for the amount to be paid as advance payment.</p> |

APPENDICES

Appendix: I

FORM OF BANK GUARANTEE AS BID GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

Dear Sir(s)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his Bid dated _____ [date] for the Project Implementation Consultant for PMGSY Consultancy Package ID No _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these present that We _____ [name of Bank] of _____ [name of place] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of the State Nodal Agency] (hereinafter called "the Employer") in the sum of _____⁽¹⁾ for which payment well and truly to be made to the said Employer the Bank bids itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 200_____.

THESE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in Section 2 instructions to Consultants; or
- (2) If the Bidder being directed by the Employer during the period of Bid validity; or
- (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Consultants, if required; or
- (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Consultants; or
- (c) Does not accept the correction of the Bid Price pursuant to Clause 8 of the Instruction to Consultant.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without demure and without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ (2) days after the deadline for submission of Bids as such deadline is stated in the Instructions to Consultants or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

1 The Bidder should insert the amount of the guarantee in words and figures. This figure should be the same as shown in Clause 1.9 of the Instructions to Consultants.

2. 30 days after the end of the validity period of the Bid. The Agency should insert date before the Bidding documents are issued.

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

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

Dear Sir(s)

WHEREAS _____ [name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____ to provide Consultancy services for the PMGSY Project [Project ID No and brief description of Works] (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a Scheduled or Institutional 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 Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of Rs. _____ [amount of guarantee] (*) _____ [in words], 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 amount from the Consultant 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 Consultancy Services to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 6 months from the date of completion of consultancy services.

Signature and Seal _____
Name of Bank/Financial Institution _____
Address _____
Date _____

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

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

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [address of Employer]

Dear Sir(s)

In accordance with the provisions of the Conditions of Contract, sub clause 6.4(a) ("Advance Payment") of the above mentioned Contract, _____ [name and address of Consultant] (hereinafter called "the Consultant") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]* _____ [in words].

We, the _____ [bank], as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Consultant, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Consultant

Signature and Seal: _____
Name of Bank/ Financial Institution: _____
Address: _____
Date: _____

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

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

JOINT VENTURE DATA

(Names and details of all constituents of JV should be given serially clearly indicating the name of lead partner)

1. Name(s)
2. Head Office Address
 - Fax No. _____ Telegraph Address _____
 - Telephone No. _____
3. Local/Regional Address (if any)
 - Fax No. _____ Telegraph Address _____
 - Telephone No. _____
4. Name of Partners
 - a. _____
 - b. _____
 - c. _____
5. Name(s) of Lead Firm:
6. Joint Venture Agreement:
 - a. Date of agreement: _____
 - b. Place: _____
7. Proposed distribution of responsibilities among constituent firms.
 - a. Financial Distribution
 - b. Work Distribution
8. Work executed in last 5 years.
9. Similar details about constituent firms to be provided on separate sheets.
10. Following documents should be furnished in support:
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bid;
 - b. Experience in works of similar nature and size of each for last five years, and details of works underway or contractually Committed value, stipulated value, likely date of completion and value of balance work; and clients who may be contacted for further information on those contracts;
 - c. Qualification and experience of key site management and technical personnel proposed for the contract.