

M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD.

(Wholly Owned Government of M.P. Undertaking)

NISHTHA PARISAR, GOVINDPURA, BHOPAL- 462023



“Post award Project Monitoring and Supervision of quality of works inder RGGVY Scheme of Districts of Central Zone Discom”

RAJIV GANDHI GRAMEEN VIDYUTIKARN YOJANA (RGGVY)

NIT No. : CMD/CZ/RGGVY/Consultant/2105, Dated 12.01.2012

T.S. No. : CMD/CZ/RGGVY/11-12/02

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**NOTICE INVITING OFFERS FROM ONLY LISTED CPSU BY REC FOR SUPERVISION,
MONITORING & QUALITY CONTROL CONSULTANTS.**

No. CMD/CZ/RGGVY/Consultant/2105

Bhopal, Date: 12.01.2012

Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd. invites proposals from the reputed consultants for Supervision, Monitoring and Quality Control Consultancy in respect of Construction, upgradation & Commissioning of Sub-transmission and Distribution system etc. given below. The consultant is required to administer the services as the 'Engineer-in-Charge', ensuring that the contractual clauses related to the quality and quantity are respected to and that the works are implemented in accordance with its provisions/specifications within the stipulated time.

Name of the work:

SUPERVISION, MONITORING AND QUALITY CONTROL CONSULTANCY SERVICES FOR CONSTRUCTION NEW 11 KV /LT LINES, DIST.XMERS & SERVICE CONNECTION TO BPL HOUSEHOLDS UNDER RGGVY SCHEMES UNDER BHOPAL & GWALIOR REGION.

Estimated cost of the RGGVY Project: Rs. 37951.79 Lakh
Amount of Earnest Money Deposit: Rs. 3.80 Lakh (in the form of BG from Nationalized Bank)
Date of issue of NIT 12.01.2012
Last date & time for submission of Complete Bid: 03.02.2012 at 11.00 AM
Date & time for opening of technical and Financial Proposal: 03.02.2012 at 11.30 AM
Price of Tender Document (non refundable) Rs. 5000/- (Rs. Five thousand) by cash/D.D. in favour of Sr. Accounts Officer (H.O.A.U.) MPMKVVCL Bhopal payable at Bhopal. The interested firms may download the Tender document from the web site www.madhyavitaran.nic.in and the cost of tender may be submitted at the time of submitting of Bid document.

1. The Earnest Money Deposit shall be kept in a separate envelope super scribed about details and to be kept in Main envelope.
2. The Technical proposals shall be submitted in a separate sealed envelope to be kept in Main envelope.
3. Financial proposals are invited as percentage of the estimated cost of construction work. Financial proposal will also be kept in a separate sealed envelope, which shall be kept in the main envelope.
4. The time period for the consultancy services shall be 24 months including rainy season. During the period the consultant would be assigned to provide services for the various ongoing projects.

**CHIEF ENGINEER (Rural Project),
O/o CMD, MPMKVV CO. LTD., BHOPAL**

S. No.	Name of district	Total Village covered	Sanctioned infrasturcture				Sanctioned cost of the project (in lakh)
			11 KV line	LT line	DTR 25 KVA	BPL Connections	
1	Bhopal	499	352	243	530	15989	2354.50
2	Raisen	1379	1330	573	938	29389	5896.98
3	Vidisha	1520	1746	386	1139	33972	6685.73
4	Hoshangabad	896	1208	322	311	28649	4171.60
5	Sehore	1013	1174	313	603	16600	4241.71
6	Rajgarh	1677	1816	503	1242	51418	7620.17
7	Gwalior	583	520	254	506	20067	2763.33
8	Bhind	889	860	403	585	35509	4217.77
TOTAL		8456	9006	2997	5854	231593	37951.79

LETTER OF INVITATION

SUBJECT: - Supervision, Monitoring and Quality Control Consultancy Services for Construction New 11 kv /LT lines, Dist.xmers & Service Connection to BPL households under RGGVY schemes under Bhopal & Gwalior region in 8 Districts Of Madhya Pradesh under the jurisdiction of Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal.

1 INTRODUCTION: -

- 1.1 Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd. Bhopal, hereinafter mentioned as MPMKVVCL BHOPAL, who would be the employer (client), is a company WHOLLY owned by Government of M.P. and Registered under the Company's Act 1956 having its registered office at Nishtha Parisar, Govindpura, Bhopal (M.P.) 462023.
- 1.2 MPMKVVCL BHOPAL is engaged in Sale and Distribution of Electrical Energy in 16 Districts of Madhya Pradesh namely Bhopal, Raisen, Sehore, Rajgarh, Hoshangabad, Harda, Betul, Vidisha, Gwalior, Guna, Bhind, Morena, Shivpuri, Ashoknagar, Datia, Sheopurkala. For ensuring quality supply and to reduce technical losses a massive programme has been taken up for Construction, upgradation & Commissioning of new S/S, New 33 & 11 KV lines, Distribution X-mers, LT Lines & Service connection to BPL House Hold of the Sub-Transmission and Distribution system.
- 1.3 You are invited to submit technical and financial offers for consulting services required for the assignment as detailed in Annexure I - Terms of Reference (TOR) / Scope of work.
- 1.4 The particulars of the proposed work given are provisional and must be considered only as advance information to assist the applicant. Enhancement or Curtailment in the quantum of the work will not vitiate the contract
- 1.5 Joint Venture or Consortium will not be entertained.
- 1.6 Please note the following:
 - 1.6.1 Cost of preparing the proposal including visits to the Client and the field are not reimbursable as a direct cost of the assignment.
 - 1.6.2 Client is not bound to accept any of the proposals submitted.
- 1.7 The proposals must be properly signed as detailed below:
 - 1.7.1 By the proprietor in case of a proprietary firm.
 - 1.7.2 By the partner holding Power of Attorney, in case of a firm in partnership. (A certified copy of the Power of Attorney shall accompany the proposal).
 - 1.7.3 By a duly authorized person holding the Power of Attorney in case of a limited company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).

2 DOCUMENTS: -

- 2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the *Appendix-I – Information of Bidder*.
- 2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by issuing an amendment. The amendment will be notified in writing or tele-fax or e-mail to all the invited Consulting firms and will be binding on them. The Client may at his discretion extend the deadline for submission of the proposals.

3 PREPARATION OF THE PROPOSAL: -

Consultants are requested to submit a technical and a financial proposal. The proposal shall be in English language.

3.1 Technical Proposal

3.1.1 Consultants are expected to examine all terms & conditions and comply with all the instructions included in the tender documents. Failure to provide all or any of the requested information will be at your risk and may result in the rejection of your proposal.

3.1.2 During preparation of the technical proposal, you must give particular attention to the following: -

- (i) Total assignment period is indicated in the Terms of Reference (TOR) / Scope of work (Annexure-1). You should feel free to make your own assessment considering the requirement of the work out put as per the requirement of the TOR, including your assessment of the support personnel both technical and administrative and submit your proposals accordingly. However consultant will have to deploy minimum number of key persons as indicated in Para 8 (Table) of TOR. The consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid for.
- (ii) Notwithstanding anything contained in sub-para (i) above, if proportionate progress of works is less than 50 % of the planned works, field staff may be reduced in consultation with Project Director/ CEO. During rainy season, when progress of work is very poor, consultant will have to deploy minimum as mentioned in Note 2 of para 8.3 of TOR (Annexure 1).
- (iii) Majority of key professional staff proposed may preferably be permanent or regular employees of the firm.
- (iv) No alternative key professional staff may be proposed and only one C.V. may be submitted for each position.
- (v) The availability of key personnel must be ensured at site during the execution of the work as per schedule.
- (vi) A good working knowledge of English and Hindi language is essential for the key professional staff on this assignment.
- (vii) All reports must be in the English language.
- (viii) Past performance of the consultant in the related field will be accounted for. Unsatisfactory performance may render the consultant disqualified from participating in financial bidding.

3.1.3 Your technical proposal shall include but not limited to the following:

- (i) Firm's organization, structure, relevant experience (including details of the previous experience) and financial status in the enclosed *Appendix-I (Information of Bidder)*.
- (ii) Description of methodology and work plan for performance of assignment. In elaborating the proposed work plan and methodology, consultants should also indicate the number of the support personnel in different areas and categories. However the consultant will have to deploy minimum number of key persons as indicated in Para 8 (Table) of T.O.R.
- (iii) Details of equipments, vehicles, office infrastructure, communication facilities, their respective numbers and details of licenses for equipments and software proposed to be used for the assignment in the format given in *Appendix 1 (Information of bidders)*. It should be clearly understood that equipment and other facilities as may be indicated therein, would have to be deployed on work. It may also be noted that in order to fulfill eligibility criterion, the bidder has to provide minimum equipments and facilities as mentioned in the Terms of Reference (TOR).
- (iv) The composition of the proposed team and task assignment to individual members. The general description of qualification, experience and tasks to be performed by the various experts are given in **Annexure – 2**. The tasks to be assigned to each member of the proposed team should conform to but not be limited to the generalized tasks given in **Annexure – 2**. The

Consultant should take into account the various stipulations in the *Terms of Reference* and assign tasks to individual members of the team.

- (v) Curriculum Vitae (C.V.) **recently signed with date by the proposed key professional staff and also an authorized official of the firm.** The key information shall be as per the format given in **Annexure-3.**
- (vi) Proposed work programme for the execution of the services, illustrated with bar charts of the activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.

3.2 FINANCIAL PROPOSAL

- 3.2.1 The financial bid shall be in the form of percent of cost of completed work basis, inclusive of **all the overhead expenses and taxes (except Service Tax & education cess on such service tax).** The service tax and education-cess on such service tax shall be payable extra (over and above the rates quoted in the financial bid), at the applicable rates time to time, on production of documentary evidence.
- 3.2.2 The payment for Consultancy Services shall be made as per the provision clause-6 of General condition of Agreement. The payment shall be made on monthly basis. The fees as per the percentage cost of completed work would be made generally within 45 calendar days from the date of submission of bills. The work/part of the work shall only be treated as completed only when the Consultant's personnel have submitted all reports relating to the said work as per scope of the services and as mentioned in TOR. The amount as per the statutory requirement and/or as provided in the contract award shall be deducted from the bill of consultant.
- 3.2.3 In case of delay or extension of the construction work beyond stipulated time period of the construction work, which is not attributed to the consultant, the Consultant will be paid monthly installment after the stipulated time for completion (i.e. 24 months) in the following manner –

Monthly installment payable to Consultant after stipulated completion time (i.e. 24 months)	=	Original stipulated time for completion in months (i.e. 24 months) plus delay period in month	X	Cost of works which are supervised by consultant during the month	X	Rate for consultancy services quoted as % of Cost of works	X	0.75
		Original stipulated time for completion in months (i.e. 24 months)						

For example, if some part of the project gets delayed beyond scheduled completion time of project (i.e. 24 months) due to any reason not attributable to the consultant; and execution of such works takes place in 26th month (i.e. after a delay of two months). In such case, the fees payable to the consultant in 26th month shall be as under-

Fees	in	(24 + 2) X	Cost of works which are supervised by consultant during the 26 th month	X	Rate for consultancy services quoted as % of Cost of works	month	= X 0.75	
		24						

Notwithstanding anything contained hereinabove, for application of above formula, the maximum delay period shall be taken as six months only. In other words, delay in execution of works beyond six months, shall be treated as delay of six months only for application of above formula. Thus the maximum factor, by which fees payable to consultant would increase upon delay, would be restricted to 30/24.

- Further, it is expressly made clear that no payment shall be made in case any portion of the works is left out for completion, due to litigation or any other reason.
- 3.2.4 Financial proposals will include all costs for completion of works as per TOR (i.e. staff costs, full furnished office accommodation, transportation, equipment, vehicles, communication facilities etc.).The format for the financial proposal is given in **Annexure-4**. The expected inputs and the minimum requirements/standards to be maintained is given in the above mentioned Annexure.
- 3.2.5 The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the activities/project.
- 3.2.6 The financial proposals shall take into account the tax liability (except Service Tax) and cost of insurance, if any, specified in the tender documents. The service tax would be payable extra at the applicable rates, over and above the rates quoted in the financial proposal.
- 3.2.7 The payment of fees for consultancy shall be made in Indian Currency through cheque or draft. The commission/draft charges etc. shall be borne by the consultant.

4 SUBMISSION OF PROPOSALS: -

- 4.1 Consultants shall submit only one proposal. Consultant, who submits or participate in more than **one** proposal as a partner, will cause all the proposals with the bidder's participation will be disqualified. The proposal will be sealed in an outer envelope, which will bear the address and information indicated in the Data sheet.
- 4.2 Outer envelope must be clearly marked as "*Outer Envelope for Consultancy*". The outer envelope will contain three separate envelopes, which shall be clearly marked as follows.
- (i) EMD envelope must be placed in outer envelope and be marked as "Earnest Money Deposit for Consultancy".
- (ii) Technical Proposals envelope must be placed in outer envelope, and be marked as "Technical Proposal for Consultancy".
- (iii) Financial Proposal envelope must be placed in outer envelope, and be marked as "Financial Proposal for Consultancy".
- 4.3 The technical and financial proposal must be prepared in indelible ink and must be signed by the authorized representatives of the Consultants. The letter of authorization must be confirmed by a written Power of Attorney accompanying the proposals. The person or persons signing the proposal must initial all the pages of the Technical and Financial proposal.
- 4.4 The proposal should not contain any inter lineation or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.5 The Technical as well as Financial proposals are to be submitted in two copies. Bids must be submitted at following address. All bid related queries must also be addressed at the following address.

The Chief Engineer (Rural Project)

M.P. Madhya Kshetra Vidyut Vitran Co. Ltd.,
Nishtha Parisar, Bijli Nagar, Govindpura,

MPMKVVCL, Bhopal/ T.S.No.- CMD/CZ/RGGVY/11-12/02; INV of "SUPERVISION, MONITORING & QUALITYCONTROL CONSULTANTS" under RGGVY Schemes of Central Discom Bhopal

- 4.6 Your completed Technical and Financial proposal must be delivered on or before the time and date mentioned in the Notice Inviting Offers.
- 4.7 Your proposal must be valid for **180 days**.
- 4.8 The Consultant must submit Earnest Money for an amount as shown in NIT. The Earnest Money shall be in the form of Bank Guarantee from any Nationalized Bank valid upto 6 months plus 30 days from the date of Bid opening.

- 4.9 The proposal/s not accompanied by proper Earnest Money, will not be opened and shall be returned unopened.
- 4.10 Earnest Money of unsuccessful bidder's would be returned as soon as possible after award of contract placed to the successful bidder.
- 4.11 The Earnest Money of the successful consultants will be discharged / adjusted when consultant has signed the agreement and furnished the required performance security.

The Earnest Money may be forfeited

- (i) If the consultant withdraws the offer after submission, during the period of tender validity.
- (ii) In the case of a successful consultant, if the consultant fails within the specified time limit to sign the agreement & furnish required performance security.

5 VALIDITY PERIOD: -

Validity Period of the proposal shall be for a minimum period of **180 days** from the date of opening of the bid.

6 EVALUATION CRITERIA:

Evaluation will be done by a committee formed by client and client reserves all rights to recommend, reject or accept any or all the bids.

6.1 First Stage Evaluation

- (i) Details regarding works of the *similar type* to be furnished in the format given below.

Sl. No.	Name of the Project/work	Name & address of Client with tel. no.	Project/work cost and salient features	Cost of Consultancy (in Rs.)	Date of start and completion	Brief scope of work	Name of the key persons deployed

- (ii) List of minimum essential equipment/ and office space, which the firm must possess for eligibility.

1.	Computer Laboratory						
	Hardware: Computers, peripherals. Computer: Minimum one Pentium computer with Processor 500 MHz, 512 MB DDR2 RAM, 160 higher GB HDD, multimedia, 52 x or above DVD R/W drive, Fax modem, 56 kbps internet accessibility with window based operating system, along with Lazer printer etc.						
	Software: MS windows XP, MS Office, network analysis, project management SW etc.						
2.	Equipment						
	All necessary equipments to ensure quality control						

3.	Library Facility		
	Booklets for standards and testing practices of Indian standards and any other standards.		
	Construction practices of Electrical Lines and S/S		
	REC Construction standards		
4	Transport/travel vehicles As per para 9 of TOR		
5	Office The office accommodation shall be of plinth area of about 800 to 1000 Sq.ft. It should have adequate furniture to suit with the requirement for number of personnel to be engaged.		

6.2 Second stage technical evaluation

The points given for different evaluation criteria will be as follows:

6.2.1 Evaluation Criteria for Technical Proposal.

Sl. No.	Description	Points	
1.	Firm's Relevant Experience	40	
2.	Adequacy of Approach and Methodology	5	
3.	Software proposed to be used	05	
4.	Qualification and Relevant Experience of the Proposed Key Personnel	35	
5.	Financial Capability	15	

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

1. Firms relevant experience – (40 points)

- (a) Standing of the firm
i.e. for how much duration firm has been in existence 15
- (b) Experience in related field 25

2. Adequacy of Approach and Methodology (5 points)

- (a) Understanding of TOR 02
- (b) Quality Methodology 02
- (c) Work Program and Manning Schedule 01

3. Software proposed to be used (5 points) 05

4. Qualification, competence and relevant experience of the proposed key personnel - (35 points)

The weightage for various key staffs is as under:

Sl. No.	Key Personnel	No. required	Points
1.	Team Leader	01	24
2.	Assistant Material Engineer	2x7	14
3.	Assistant Resident Engineer	2x7	14
4.	Field Engineer	8x4	32
5.	Junior Engineer	8x2	16
Total			100

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

Description	Weight (%)
-------------	------------

General Qualification	30	
Employment with Firm	10	
Relevant Experience and Adequacy for the Project/work	60	
Total	100	

Evaluation will be done only of applicants satisfying minimum, eligibility requirements mentioned above

Applicant should score at least 75 points out of 100 in Technical proposal shall be considered for financial evaluation.

6.3 Third stage – Evaluation of financial proposal

Financial Proposals of only those firms, who qualify technically, and have obtained minimum qualifying points as stated in the second stage technical evaluation, will be opened. The consultancy services will be awarded to the consultant who have quoted most competitive rates amongst the bidder's whose Financial Proposals considered for opening.

7 NEGOTIATIONS: -

Normally negotiations shall not be entertained. However, under exceptional circumstances, negotiation may be conducted with the lowest and second lowest bidder, after obtaining approval from competent authority.

8 AWARD OF CONTRACT: -

The Contract will be awarded to the successful consultant. Successful consultant shall draw contract agreement with the Client in the prescribed form.

9 COMMENCEMENT OF THE ASSIGNMENT (date, location):

The consultant shall begin carrying out services within 15 days of the date of effectiveness of the contract at the locations as required for the works/activities stated in the Work Order/TOR.

* * *

INFORMATION OF BIDDER

1. Name(s):
2. Head Office Address:
 Fax No. - E-mail -
 Telephone No. - Web Address -
3. Local/Regional Address (if any):
 Fax No. - E-mail -
 Telephone No.- Web Add –
4. Legal Status of the Bidding firm:
 (Please indicate whether the bidder is a proprietary firm / partnership firm of a company/ corporation):
5. Name of Partners in case of partnership firm:
 1.
 2.
 3.
 4.
 5.

6. WORKING EXPERIENCE

- 6.1 List of projects/works/scheme executed during the last five years.

Sl. No.	Name of the Project / work	Name & address of Client with tel. no.	Project/ work cost and salient features	Cost of Consultancy (in Rs.)	Date of start and completion	Brief scope of work	Name of the key persons deployed

- 6.2 Existing commitments and on-going works:

Sl. No.	Name of the Project / work	Name & address of Client with tel. no.	Project/ work cost and salient features	Cost of Consultancy (in Rs.)	Stipulated Period of Completion and anticipated date of completion	Value of Works remaining to be completed (Rs. Lakhs)	Name of the key persons deployed

- 6.3 Works for which bids already submitted.

Sl. No.	Description of Work	Place & State	Name and Address of client	Estimated value of works (Rs.Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any

Notes:

MPMKVVCL,Bhopal/ T.S.No.- CMD/CZ/RGGVY/11-12/02; INV of "SUPERVISION, MONITORING & QUALITYCONTROL CONSULTANTS" under RGGVY Schemes of Central Discom Bhopal

- (1) Certificate from the client should be attached.
- (2) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

7. FINANCIAL INFORMATION

1	Name of applicant						
2.	Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years, (attach copies of the audited financial statement of the last three financial years).						
			Year (Rs. In Lakhs)	Year (Rs. In Lakhs)		Year (Rs. In Lakhs)	
	a)	Total Assets					
	b)	Current Assets					
	c)	Cash, temporary investments and current receivable.					
	d)	Total Liabilities					
	e)	Current Liabilities					
	f)	Net Worth (a) – (e)					
	g)	Working Capital (b) –(e)					
	h)	Authorized Capital					
	i)	Capital Issued and paid up					
	j)	Current Ratio (b)/(e)					
	k)	Acid Test Ratio (c)/(e)					
	l)	Total Liability to net worth (d)/(f)					
3.	Annual value of consultancy works undertaken for each of the last five years and projected for current year.						
		Current Year	1 Year Before	2 Year Before	3 Year Before	4 Year Before	5 Year Before
	Home						
	Abroad						
4.	Net Profit before tax:				Year	Profit in Lac Rs	
	a)	Current year (Estimated)					
	b)	During the last financial year					
	c)	During each of previous four financial years:					
5.	Applications specific financial arrangements (mention amount in Indian Rupees)						
	a)	Own Resources					
	b)	Bank Credit					
	c)	Others (specify)					
6.	Credit Facilities						
	a)	Name/address of First class/Nationalized Bank providing credit line.					
	b)	Total amount of credit line (attach certificate from the bank)					
7.	Approximate value of consultancy works in hand						
8.	Value of anticipated orders for next financial year						
	Home:						

	Abroad:		
Note:			
1.	Details of item 7 and 8 are also to be given in working experience.		
2.	All items should be properly filled in where any particular item is not applicable; it should be clearly mentioned as not applicable.		

TERMS OF REFERENCE (TOR) / SCOPE OF WORK

Supervision, Monitoring and Quality Control Consultancy Services for Construction/Commissioning/Ungradation of 33/11KV sub-stations, 33 KV/ 11KV Lines, DIST.XMERS & SERVICE CONNECTION TO BPL HOUSEHOLDS for the works of RGGVY Scheme under the Jurisdiction of Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal.

1. BACKGROUND OF WORKS/ACTIVITIES

- 1.1. **General** –MPMKVVCL BHOPAL is engaged in Sale and Distribution of Electrical Energy in 16 Districts of Madhya Pradesh namely Bhopal, Raisen, Sehore, Rajgarh, Hoshangabad, Harda, Betul, Vidisha, Gwalior, Guna, Bhind, Morena, Shivpuri, Ashokenagar, Datia, Sheopurkala For ensuring quality supply and to reduce technical losses a massive programme has been taken up for Construction, upgradation & Commissioning of new S/S, New 33 & 11 KV lines, Distribution X-mers, LT Lines & Service connection to BPL House Hold of the Sub-Transmission and Distribution system under RGGVY Scheme.
- 1.2. It is proposed to engage qualified consultants with proven relevant experience of implementing the Works/Activities of similar nature and size, for the supervision and quality control of proposed works. The works would involve construction of new 33KV; 11KV/LT Lines; New/Augmentation of 33/11 KV Power Sub-Station; Installation of Circuit Breakers in Existing Sub-Station; Installation of New Distribution Transformers; and other Related Works.
- 1.3. The MADHYA PRADESH MADHYA KSHETRA VIDYUT VITRAN COMPANY LIMITED (**MPMKVVCL, Bhopal**) will be the Client. The works would be got executed through a contractor possessing **A-Class License** issued by competent authority of any of the State Govt. or by a authority of Central Government in India who will be having adequate experience in carrying out such Works/Activities with sound financial background.

2. WORK

A supervision consultant shall supervise the works. The work may involve erection, construction, testing and commissioning of New 33 KV lines; 11 KV lines; L.T. lines; New 33/11 KV power Sub-station; New 11/0.4 KV Distribution Sub-station; Installation, Augmentation of capacity of existing 33/11 KV Power Sub-station by Augmenting the capacity of existing Power Transformers; Installation of Circuit Breakers etc. Providing HT/LT Metering arrangement in 33 / 11 KV New Power Sub-station and on Distribution Transformer Sub-station and installation of small capacity Distribution Transformers; and other related works.

The proposed Construction/Renovation works shall be executed through a contractor, on whom award for execution of works will be given on turnkey basis. This will include site survey also jointly.

The Consultant shall make quality surveillance of all activities from Engineering, survey, erection, construction up to final testing and commissioning during execution of the works. The Consultant will also ensure quality of Material/Equipment used in the work. If the quantity of Material/Equipment is suspected to be inferior, it will be reported to the concerning all officers like CE (Rural Project), Nodal Officer as well as 'post award project officer' who, in turn, shall get the testing got done at any of the recognized testing laboratory in presence of contractor / vendor.

Keeping in view the duration of construction, it is expected that more concerted efforts will be required either at one front by deploying adequate manpower including more number of shifts etc. or alternatively by opening more than one frontage simultaneously in order to complete the construction work project within stipulated periods. The prospective supervision consultants should study the scope

of work, can discuss with the **Nodal Officer, MPMKVCL Bhopal** as they are expected to reflect the above requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology.

3. **OBJECTIVE**

The objectives of the proposed Consultancy Services are:

- (i) Proper management of the works project as 'Engineer' including field measurements and quality assurance work.
- (ii) Comprehensive supervision of project implementation activities carried out by the Contractors to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
- (iii) Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
- (iv) To ensure high standards of quality assurance in the supervision/execution of work.
- (v) Completion of the work within the stipulated period of completion.

4. **TIME FRAME**

The period of award for the said services shall be 24 months from the date of commencement of the award. You should feel free to make your own assessment considering the requirement of work output in terms of TOR including your assessment of support personnel, both technical and administrative and submit your proposal.

5. **LANGUAGE**

The personnel of consultant and its sub-contractors are required to be Proficient in the English and Hindi Language. All reports must be written in English language. Correspondence may be in English or Hindi language.

6. **CONTRACT MANAGEMENT FRAMEWORK (CMF)**

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

The Nodal Officer (Project Director) of Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd., Bhopal will administer the works project on behalf and for **MPMKVVCL BHOPAL** in accordance with the provisions of this contract and rules of the company.

- (i) For administration of the Contract under the work project, the **MPMKVVCL BHOPAL** will be the Client. The Project Director will be the lead management personnel for the work project. Without their consent no one shall make any change in work project plan and design.
- (ii) The Work Project Management Consultant shall nominate a Representative who shall be called the Team Leader, and will act as 'Engineer-in-Charge'. The Engineer shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract.
- (iii) The Work Project Management Consultant will make the necessary measurement and control the quality of works. The Work Project Management Consultant shall make all engineering suggestions required during the implementation of the Contract. **The Work Project Management Consultant shall specifically make suggestions with regard to be the following:**
 - (a) Any variations or deviations with financial implications.
 - (b) Variation in work quantities for fixation of rates.

- (c) Sanction of additional items, sums or costs and variations of rates and prices.
- (d) Approve the subletting of any part of works.
- (e) Approve any extension of contractual time limits.
- (f) Stopping and/or termination of the Contract for Works.
- (g) Change in specification and deviation from approved drawings.

7. SCOPE OF CONSULTING SERVICES

Third Party inspection agency (TPIA) shall be engaged by PIA for carrying out independent quality checks. Their responsibility will be to inspect material at manufacturers' works before dispatch and to ensure that the works in the field are carried-out as per norms and standard engineering practices in line with the manufacturing and field quality plans. TPIA shall depute their personnel on receipt of notice from PQCC. The Scope of Consulting Services shall include but not necessarily be limited to the following: -

- 7.1 **Quality of material/equipment being supplied-** For ensuring quality of material/equipment, the following system/procedure shall be adopted:-
 - 7.1.1 QE shall ensure the presence of their qualified representative during type tests and routine/acceptance tests, either at manufacturer's premises or at independent laboratories.
 - 7.1.2 The type tests shall be carried out only at Govt. testing laboratories such as CPRI, ERTL, ERDA or NABL Accredited Laboratories. Manufacturers may carry out type tests at their works however in such cases testing shall be carried out in presence of representative of **TPIA or RQCC or PQCC**.
 - 7.1.3 All materials shall be tested before dispatch in line with MQP/Drawings/Technical Specifications. TPIA shall ensure presence of their qualified representative in all inspections as per MQP/IS for all materials at pre-shipment stage at vendors' works/testing labs.
- 7.2 **Assurance of Quality at field-** The PIA shall establish a procedure for quality checks during execution of the project by finalizing field quality plans (FQP) with the turn-key contractor. The detailed field quality plan shall be made available and the same shall be explained to all the field engineers & supervisors of PIA and TPIA. The field quality document shall clearly describe requirements for various raw materials used like steel, cement and sand etc.
TPIA shall submit monthly/quarterly reports on field quality. PIA shall forward summary of TPIA reports on field quality and action taken report to RQCC on monthly basis.
 - 7.2.1 Quality of works shall be verified with reference to FQP. Reports of Field Quality checks shall be supported by photographs.
The TPIA shall submit a report to PQCC, certifying satisfactory quality assurance for every project on completion of all quality checks.
 - 7.2.2 Following checks shall be carried out in the field:
 - 100% verification of infrastructure in all Villages including all BPL connections.
 - BOQ verification
- 7.3 Quality Assurance shall be undertaken in the following areas of the project implementation:-
 - a) Quality of material/equipment being supplied.
 - b) Quality of works in the field.
- 7.3.1 Proper records shall be maintained at field office of PIA, TPIA and turn-key Contractor for all the checks and tests made by the PIA and TPIA and will be shown to RQM during their inspection, if asked for.
- 7.4 **Stages and scope of Inspection:**

- 7.4.1 1st Stage- Inspection shall be carried out as per FQP on the start of work in villages.
- (a) All districts and all turnkey contractors shall be covered.
- (b) Electrified as well as un-electrified villages will be covered.
- 7.4.2 2nd Stage- After completion of works in the village, as notified by the PQCC. Inspection shall be carried out as per FQP.
- (a) All villages as per FQP, including villages inspected in the 1st stage.
- (b) All districts and all turnkey contractors shall be covered.
- (c) Electrified as well as un-electrified villages will be covered.
- (d) 100% verification of BPL connections in all villages.
- 7.4.3 Wherever works carried out are found unsatisfactory by TPIA, compliance with respect to rectification shall be submitted by turn-key contractor to TPIA and PIA and the same may be re-inspected by TPIA and PIA, if required. Recurrent adverse reports about quality of works in any project will entail withholding of release of funds.
- 7.4.4 The turn-key contractor shall make necessary arrangements at site for checking of earth-resistance, conductor size, route-length etc. and provide it to TPIA, if required.

7.5 Measurements and Payment to the Construction Contractor

1. The consultant's Assistant Resident Engineer and Field Engineers shall assist the Field Engineers of MPMKVCL Bhopal, responsible for verifying turn key construction contractor's bills in making field measurement of all items of works and of quantities of materials incorporated in the work and maintaining up to date books containing such computations or other information concerning the use of construction materials, properly segregated in to sections of construction.
2. The consultant's Team Leader would monitor the expected work project cost based upon the remaining quantities from time to time. His ARE, AME and FE shall check construction contractor's general records of all labour and specified materials used in the works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor and submit internal notes to the C.E.O.
3. Furnish the certificate to the C.E.O., Nodal Officer that the items included in the Contractor's bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.
4. Check and certify all requests for payments, all monthly bills, interim bills and final bill of the Contractor.
5. Following percentage checks / recording of measurement and quality control tests shall be exercised by the team members of the consultant's before submission of the measurements/bills of the construction contractor by the Field Engineer of MPMKVCL Bhopal who is in charge of the work to C.E.O. of the project.
 - (i) All measurement of all items of works will be recorded by Field Engineers of MPMKVCL Bhopal in the Measurement Book as per provisions and rules. Consultants would assist in taking such measurements if requested by concerned field engineers.
 - (ii) Following percent checks on measurement shall be done by the team members of the consultant.

A.	By Team Leader	15 %
B.	By ARE (Assistant Resident Engineer)	25 %
C.	By FE (Field Engineer)	100 %

These checks shall be made on the works of each block in the given percentage and should cover all-important items/components of work. Checks of measurements have been laid down but the consultant will be fully responsible for all measurements recorded or checked by his staff.

Percentage checking of measurements prescribed for Team Leader is for other than those checked by ARE. But this does not prohibit Team Leader from checking the measurement of the part checked by ARE however this shall be in addition to the prescribed percentage.

6. Scrutinize and advise the C.E.O. upon the claims raised by the Contractor, if any.
7. To perform repeat tests or check measurements, if directed by the C.E.O./Nodal Officer. These repeat tests or measurements may be conducted in the presence of C.E.O./ Nodal Officer or their representatives as may be directed.
8. In case of conflicts, perform tests or measurements of any or all of the items in presence of C.E.O. or Nodal Officer /Client representative.
9. Advice to C.E.O. or Nodal Officer/Client representative during Arbitration and/or legal proceedings, if any.

8. CONSULTANTS TEAM AND EXPECTED INPUTS:

- 8.1 The consultant will engage the minimum staff as detailed in Table 1. The qualification, experience and task assignment of the staff will be as per Annexure-II.
- 8.2 The team given in Technical Proposal will have to be employed on the work.
- 8.3 The implementation of the Work Project is organized in terms of multi Construction Package. The period of construction of works contract shall be 24 months including rainy season or period of completion of the work project whichever is later. The composition and duration for Services for the Supervision Team will be as given in Table 1.

Table 1
Supervision Team Composition and Timing

S. No.	Team Composition	Numbers	Approximate months of input
1	2	3	4
1.	Team Leader	One	24 months
2.	Assistant Material Engineer	Two	24 months
3.	Assistant Resident Engineer	Two	24 months
4.	Field Engineer	Eight Nos. (One for each district)	24 months
5.	Junior Engineer	Eight Nos. (One for each district)	24 months
6.	Office Administration Staff	As required	As required

**** Note 1:**

- CVs of Team Leader, AME & ARE should be submitted along with the Technical Bid.
- CVs of Field Engineers, Junior Engineer & Office Administration Staff should be submitted before deployment, for the approval of **MPMKVVCL Bhopal**.

**** Note 2:**

Consultant is supposed to deploy staff as given in Table 1 above. However if proportionate progress of work is less than 50% of the planned works, field staff may be reduced proportionately, in consultation with Project Director. During rainy season when progress of work is normally very poor, consultant will have to deploy following minimum staff,

Team Leader	-	1
AME	-	1
ARE	-	1
Field Engineer-		8

Headquarters of the ARE and FE shall be fixed by Team Leader with the approval of Project Director/Nodal Officer **MPMKVVCL Bhopal**

- 8.4 The Team Leader shall be engaged one month before the commencement of construction and **at least** one month after substantial completion.
- 8.5 The Consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid.
- 8.6 The composition of team will be as per Table 1 above. However, the consultant will be free to engage more personnel if required subject to the conditions of agreement. Consultant should acquaint himself with the sites and access their actuals before submitting financial proposals.

9. FACILITIES TO BE PROVIDED BY THE CONSULTANT

- (i) The consultants shall make their own arrangements for transport (Vehicle) at the work project site. **The consultant may provide transport facility to team members as below: -**

Team Leadet	-	1 Car
Assitant Resident/ Material Engineer	-	1 Jeep each
Field/ Junior Engineer	-	Motorcycle

- (ii) One Vehicle (Car) shall be provided for project cell for field joint inspection.
- (iii) The consultants shall give details in the Technical Proposal and its costs shall be included in the Financial Proposal including all facilities, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail/ internet) and support staff which they consider to carry out the services.
- (iv) The consultant firm shall depute some Sr. Engineer of Management level every month in review meeting to discuss the progress, performance of the team and other issues with CMD/ NODAL OFFICER at MPMKVVCL BHOPAL headquarter.
Failure to do so will entail a penalty of Rs. 10,000/- for each such failure.

10. REPORTS

- 10.1 All reports and documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in Consultation with the Employer's officials. The Consultants shall provide two copies/sets each of the following reports to C.E.O. for work project Implementation Unit and one copy/set to Nodal Officer at Headquarter and one copy/set to Advisor, Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal.
- I. Commencement Report within 15 days after commencement of Services.
 - II. Construction Supervision Manual within 30 days after commencement of Services.
 - III. Quality Assurance (QA) Document 30 days after Commencement of Service;
 - IV. Monthly /Quarterly Progress Report by the 10th day of each month;
 - V. Tour diary of Team Leader fortnightly, which should interalia, indicate the date of visit, name of work, tests conducted and results thereof.
 - VI. Final Report at the completion of services.
- 10.2 The commencement Report shall contain the details of all meetings held with the client and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Master Work Programme and Resource Mobilization for the Work Project.
- 10.3 The Progress Reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures.

The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under:

Report on progress of work for each activity stating:

- Percentage progress of the activity;
- Deviation from the schedule:
- Status of the activity (critical, sub-critical):
- Status on material procurement and stock:
- Cash-flow for each item of works as well as for the total project
- Monthly summary of percentage progress: and
- Monthly summary of cash flow.

Projections

- Monthly projections of percentage progress and
- Monthly projections for cash-flow

Critical Activity

- Report on the progress and status of critical activities;
- Change of status from non/sub-critical to critical activity due to slippage;
- Statement on slippage and remedial actions taken; and
- Effectiveness of the remedial action(s) taken in the previous month.

Review

- Review the progress achieved in the previous month and revised schedule, if any: and
- Review of any changes required in the schedule due to extraneous reasons beyond the control of the Contactor.

10.4 The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor is it to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.

10.5 The Quality Assurance (QA) Document shall be evolved on the basis of the relevant Internal Standards, other equivalent Standards, BIS publications, approved drawings, guaranteed technical particulars of Material and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.

11. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED

As per clause 8 of the TOR, the consultant is required to provide the Key Personnel with qualification and experience as laid down in Annexure-II. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only to the extent of 25% of the team strength in exceptional circumstances.

The ARE, Field Engineer and Junior Engineer of TPIA shall work in close coordination with the Nodal Officer of Company. The Nodal Officer shall certify availability and working of TPIA staff at project head quarter.

If services and quality of required staff are not made available in the specified number, deduction at the following rate shall be made.

Team Leader -	Rs.1500/- per day
AME -	Rs.800/- per day
ARE -	Rs.800/- per day
Field Engineer-	Rs.800/- per day

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

12. PERFORMANCE SECURITY

The amount of security deposit shall be 10% of the estimated consultancy fee. Consultant shall be required to submit 10% security at the time of agreement in the form of Bank Guarantee from Scheduled Commercial Bank excluding Cooperative Bank and Regional Rural Banks having paid up capital (net of any cumulative losses) of Rs.100 Crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) covering the advance amount. The validity of the Bank Guarantee(s) shall cover entire duration of consultancy period plus 3 months. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment.

13. PENALTIES

Without prejudice to other provisions of this TOR, in case any delay occurs in satisfactory completion of the project for any reason(s) attributable to the consultant, the consultant shall be liable to pay penalty @ 0.05%(one twentieth percent) of the cost of such delayed portion of the project (as may be decided by client), per calendar day of delay, subject to a maximum of 2.5% (two and half percent) of the contract sum. For the purpose of this clause, contract sum means the Estimated Cost of Works to be supervised (as per contract awarded to consultants) X percentage rate quoted by the consultants in their financial offer.

For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by **MPMKVVCL BHOPAL** is liable to be forfeited.

14. EXTENSION IN TIME

If the completion of services is delayed due to reasons beyond the control of the consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification.

* **

ANNEXURE - 2

QUALIFYING CRITERIA & TASK ASSIGNMENT FOR KEY PERSONNEL

1. Team Leader (TLDR)

The Senior Electrical Engineer shall be Project Manager and act as Team Leader responsible for the overall performance and administration of the Consultants Team. The Team Leader will also act as the Engineer's Representative and shall be overall in charge for the Consultants' Supervision Team for the entire work project. **Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request Client with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of Client will be necessary before affecting any change.** The Headquarters of the Team Leader shall be at MPMKVVCL BHOPAL Headquarter i.e. at BHOPAL and he will keep Nodal Officer/Project Director informed of his tour program one week in advance. The major tasks for the Team Leader shall include but not be limited to the following:

1. Establishment of Site Offices.

2. Assist the Employer with the Review of the Contractors' securities, insurance and safety plans.
3. Scrutiny the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the C.E.O./Nodal Officer/Project Director.
4. Assist the Employer/Nodal Officer/C.E.O. in the Interpretation of provisions in the Contract documents and technical specification;
5. Assist the Employer/C.E.O./Nodal Officer in handing over the site and issuing order to commence the works.
6. Modify and issue of detailed drawings to the Contractor;
7. Approve the working drawings prepared by the Contractor.
8. Regular supervision of works.
9. Evolve and implement quantity and quality Control procedures;
10. Evolve criteria for the acceptance of works;
11. Prepare and issue variation orders after the approval of the Employer;
12. Assist C.E.O./Nodal Officer/Project Director of the Employer in the evaluation of Contractors' claims;
13. Verify and certify Contractors' Interim Certificates for approval of C.E.O./Nodal Officer.
14. Assist in monitoring Physical and Financial Progress of the works;
15. Prepare quarterly project budgets and estimates;
16. Assist C.E.O./Nodal Officer/Project Director in conducting monthly progress meetings;
17. Complete monthly progress reports and prepare Quarterly Reports;
18. Strictly monitor the progress of work for timely completion of the work project;
19. Completion Inspections;
20. Verify and Certify Contractors' Statements at completion;
21. Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
22. Prepare Work Project Completion Report of each work.
23. Liaise with the Employer/ C.E.O./Nodal Officer/Project Director in all matter concerning the works;
24. Time schedule and management of /team's resources; and
25. Advising the Employer and C.E.O./Nodal Officer/Advisor in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

The essential qualification and experience for the Candidate are as under;

1. **Education:** should be a Graduate in Electrical Engineering from a recognized University/ Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable).
2. **Membership:** Membership of a recognized Professional Society will be preferable.
3. **Experience:** Should have a minimum of 15 years experience of Electrical Engineering Works out of which 3 years in the field of Construction of Sub-transmission and Distribution System. He must have completed during the last five years, at least Rs. Five crores construction projects for Sub-transmission / distribution systems, as Project Engineer/ Resident Engineer/ Executive Engineer of the Construction Supervision Team.
4. The candidate (Team Leader) should have sound health so as to perform his duties for the task assigned to him.

The Team Leader (TLDR) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer/C.E.O./Nodal Officer/Advisor. TLDR shall be the Consultants Authorized Representative and shall interact with **MPMKVVCL BHOPAL** on behalf of the Consultants appointed for the services. TLDR shall be full-time on the job.

2. Asstt. Resident Engineer (ARE)

One Assistant Resident Engineer will be required for Bhopal Region. The candidate (ARE) should have sound health so as to perform his duties for the task assigned to him. **No replacement of ARE will be permissible without prior approval of the Project Director.** The major tasks to be carried out by the ARE shall include but not be limited to the following;

1. Supervision of works; All Concreting work in 33/11 KV Sub-station to be done in his or Field Engineers presence only.
2. Keep proper records of the Contractors' activities and work progress;
3. Ensure that the respective Contractor(s) are properly administered;
4. Assist the Team Leader with the review of the Contractors' Work Programme and scheme for the deployment of plant, equipment and machinery;
5. Strictly monitor the progress of work for timely completion of the project;
6. Supervision, scrutiny, approving the final setting out by the Contractor.
7. Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of contractors' method of construction;
8. Monitoring Contractors' operations including adherence to safety and environmental requirements;
9. Assisting field engineers for issuing site instructions;
10. Assisting the Team Leader with the preparation of Variation orders;
11. Maintaining a record set of working drawings;
12. Maintaining construction records;
13. Assisting the field engineers of MPMKVVCL Bhopal for recording of Measurements of completed works;
14. Assisting the Team Leader with the evaluation of Contractors' Claims;
15. Quality control of works; verification of Bus-Bar stringing, alignments in Sub-Stations in of all types of lines, inspection of works, acceptance and rejection of the completed works;
16. Verification of Contractors' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
17. Progress monitoring;
18. Conducting and keeping record of minutes of the weekly site meetings;
19. Preparing monthly Progress Reports;
20. Final inspection of works;
21. Verification of Contractors' Statements at completion;
22. Compilation and verification of "As-Built Drawings"; and
23. Preparation of contract Completion Reports.

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

The essential qualification and experience for the Candidate are as under;

1. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable).
2. **Membership:** Membership of a recognized Professional Society will be preferable.
3. **Experience:** Should have a minimum 10 years experience of Electrical Engineering Works (15 years for diploma engineers) out of which 3 years in the field of Construction of Sub-transmission and Distribution System.

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

3. Assistant Materials Engineer (AME)

The Assistant Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The candidate (AME) should have sound health so as to perform his duties for the task assigned to him. **No replacement of AME will be permissible without prior approval of Project Director.** Assistant Resident Engineer and Field engineers shall

properly coordinate the AME. The major tasks shall include but not be limited to the following.

1. Assisting the Team leader and the Assistant Resident Engineers in the testing and reporting procedures;
2. Assisting the Team Leader in reviewing Contractors' work programmers and performance of Contractors' plant, equipment and machinery;
3. Monitoring Contractors' construction methods and adherence to environmental norms;
4. Review and acceptance of test results for manufactured materials required for works.
5. Maintaining record of all materials at site and review the Contractors' procurement schedule and assist the TLDR/Asst. Resident Engineer(s) in issuance of Instructions to the Contractors for correcting the same, if deemed necessary;
6. Assist the TLDR/ Asst. Resident Engineer(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
7. Maintaining records of all test results and approvals or rejection of Materials used in the works;
8. Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
9. Verify manufacturers' certificates;
10. Attend weekly and monthly site meetings;
11. Assisting the Team Leader with the preparation of project completion reports;
12. Assisting the Team Leader with Final Inspections of works; and
13. Assisting the Team Leader with the contractors' Final Statements and the preparation of the Defects Liability Reports.

The essential qualification and experience for the Candidate are as under:

1. **Education:** should be a Graduate in Electrical Engineering from a recognized /University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable);
2. **Membership:** Membership of a recognized Professional Society will be preferable;
3. **Experience:** Should have a minimum of 10 years experience in the field of testing of Materials used in construction of Sub-transmission and Distribution system in such utility or as Member of the Construction Supervision Team as Assistant Material Engineer.
4. The candidate must experience in quality control of Materials and works involving construction of Sub-transmission and Distribution system.

4. **Field Engineer (FE)**

The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However the essential qualification and experience for the candidates are as under:

1. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized /University/Institution.
2. **Experience:** should have a minimum of 3 years experience of execution/supervision of construction of Sub-transmission and Distribution system in such utility or as Member of the Construction Supervision Team as Field Engineer.
3. The candidate (FE) should have sound health so as to perform his duties for the task assigned to him. **No replacement of Field Engineer will be permissible without prior approval of Project Director.**

ANNEXURE - 3

FORMAT FOR CURRICULUM VITAE

Format for Curriculum Vitae (CV) for Proposed Key Personnel

Proposed Position

Name of Firm

Name of Staff Member

Profession

Date of Birth

Nationality

Years with Firm /Organization

Membership of Professional Societies

Details of Tasks Assigned

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

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

Key Qualifications

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

Education

(Summaries College/University and other specialized education of staff Member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page).

Employment Record

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

Publications

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

Language

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

Certification

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

Date

Signature and Seal of
Authorized Official of
The Firm

Signature and Seal of
staff member

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

FORMAT FOR FINANCIAL PROPOSAL

OFFER FOR SUPERVISION, MONITORING & QUALITY CONTROL CONSULTANCY SERVICES

I/We hereby offer for the supervision and quality control consultancy of works under Tender Specification No. for Supervision and Quality Control Consultancy Services For Construction / Commissioning/Renovation of 33 KV/ 11 KV/ L.T.Lines, Sub-Stations, Switchgear, Capacitor Banks And Allied Equipments of the Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd.at

(in figures).....%

(In words).....

Percent of the cost of works under execution/to be executed. The fee for the services is **inclusive of all taxes and duties except service tax and education-cess on such service tax, which would be charged over and above the quoted rates.**

The services shall be provided in all respects in accordance with the Terms of Reference (TOR) / Scope of work of the bid document and instructions and the annexed conditions.

Signature of Person
Authorized by the firm

(Name & Address)

Note: - The financial offer should be in percentage (%) of the work project cost. The consultant has to fulfill the following conditions while quoting the financial offer, the cost of which should be included in the offer: -

- 1) **Personnel:** - Staff to be engaged as per TOR and with the qualifications /experience expressed in **Annexure 3** for each category of personnel.
- 2) **Office Accommodation:** - The office accommodation shall be of plinth area of about 800 to 1000 Sq.ft. It should have adequate furniture to suit with the requirement for number of personnel to be engaged.
- 3) **Computer facility:** - The computer facility shall include minimum one Pentium computer with Processor 500 MHz with 32MB SD RAM, 10.2 or higher GB HDD, multimedia system having 52 x or above CD ROM drive, having Fax modem 56 kbps internet accessibility with window based operating system as Windows 2000, MS Office, MOSS compatible, Auto cad along with printer etc.
- 4) **Equipment for Quality Control of Works:** The Consultants shall arrange minimum equipments as required for making independent field tests and Quality Control Testing of Material required for the construction and of the work.
- 5) **Transportation:** The consultant shall have to arrange vehicles for team leader, AME, ARE, and field engineers to facilitate visits from headquarter to project sites and meetings with the Employer as mentioned in TOR.
- 6) **Others:** - The Consultant shall provide for any other cost associated with the completion of the services.

Signature of Consultant

**SUPERVISION, MONITORING AND QUALITY CONTROL CONSULTANCY
SERVICES FOR CONSTRUCTION/ RENOVATION OF 33KV/11KV/L.T.LINES,
SUB-STATIONS**

AGREEMENT

FOR

CONSULTANCY SERVICES

Between

MADHYA PRADESH MADHYA KSHETRA VIDYUT VITRAN COMPANY LIMITED

And

(Name of consultant)

MADHYA PRADESH MADHYA KSHETRA VIDYUT VITRAN COMPANY LIMITED

(A WHOLLY OWNED COMPANY OF GOVERNMENT OF MADHYA PRADESH)

NISHTHA PARISAR, GOVINDPURA, BHOPAL – 462023

**To be executed on Rs. 250 non judicial stamp
AGREEMENT**

This AGREEMENT is made on this _____ day of _____, 20___ between The Chief Engineer (Rural Project), Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd., Bhopal Madhya Pradesh on behalf of Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd., Bhopal (M.P.) (hereinafter referred to as the “Client”) which expression shall where the context so admits, includes his successors in office and assigns on the one part, _____ and

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

WHEREAS

- (a) The Client intends to carry out work of construction of Sub-transmission and Distribution system in its jurisdiction in the area of Bhopal & Gwalior Region as defined (hereinafter called the “Work Project”);
- (b) The Client has requested the Consultants to provide certain consulting services required for the work project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the “Services”);
- (c) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;
- (d) The Client has received funds from various agencies (hereinafter called AGENCIES) for construction, Commissioning, Strengthening, Renovation of Sub-transmission and Distribution system in its jurisdiction in the area of Bhopal, Hoshangabad, Chambal and Gwalior Commissioner of the State of Madhya Pradesh. The works and services shall be subject to the guidelines of the schemes of the Agencies

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) *Letter of invitation and its annexes*
- (d) *Form of Bank Guarantee for Advance Payments.*
- (e) *Form of Bank Guarantee for Performance Security.*
- (f) The following Appendices / Annexure:

<i>Annexure 1:</i>	<i>Terms of Reference(TOR)/Scope of Works)</i>
<i>Appendix I:</i>	<i>Information of Bidder.</i>
<i>Annexure 2:</i>	<i>Task assignment and qualifying criteria of key personnel</i>
<i>Annexure 3:</i>	<i>Format for CV of key personnel</i>
<i>Annexure 4:</i>	<i>Format for financial proposal</i>

If any conflict arises at/on any terms and condictions specified either in General Conditions of Agreement or in Special Conditions of Agreement or elsewhere in the bid documents, the terms advantageous to the MPMKVCL Bhopal shall be applicable.

The mutual rights and obligations of the Client and the Consultants shall 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 Client shall make payments to the consultant in accordance with the provisions of the agreement.

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

FOR AND ON BEHALF OF MADHYA PRADESH
MADHYA KSHETRA VIDYUT VITRAN CO. LTD.,
BHOPAL

By

(Authorised Representative)

FOR AND ON BEHALF OF (NAME OFCONSULTANT)

By.....

(Authorised Representative)

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

FOR AND ON BEHALF OF EACH OF THE MEMBERS
OF CONSULTANT

(Name of the member)

By.....

(Authorised Representative)

GENERAL CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

Definations:

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the state of Madhya Pradesh as they may be issued and in force form time to time;
- b) "Bank" means any scheduled bank so designated by the Madhya Pradesh MadhyaKshetra Vidyut Vitran Co. Ltd., for their banking transactions relating to this agreement.
- c) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd.
- d) "Advisor" means an officer of the rank of Chief Engineer appointed as Advisor of MPMKVVCL BHOPAL by MADHYA PRADESH MADHYA KSHETRA VIDYUT VITRAN COMPANY LIMITED.
- e) "Nodal Officer" means an officer appointed as Nodal Officer at headquarters of MPMKVVCL BHOPAL, who will also be the Project Director.
- f) "Client" means Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd., with its present address at Nishtha Parisar Govindpura Bhopal-462023 (hereinafter called the "MPMKVVCL BHOPAL ");
- g) "Consultant" means the successful bidder on whom award of consultancy services has been placed and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- h) "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;
- i) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- j) "C.E.O." means Superintending Engineer of concerned Project Implementation Unit of Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd., and includes Executive Engineer working under him (hereinafter called the "C.E.O.");
- k) "Currency" means the Indian Rupees;
- l) "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;
- m) "Key personnel" means the personnel referred to in Clause 4.2(a) of GC.
- n) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- o) "Work Project" means supervision and quality control work of Work Project packages which shall be awarded for the consultancy services at the time of issuing contract award to successful bidder or subsequently as provided in the contract award.
- p) "Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the *Term of Reference (TOR)* hereto;
- q) "Starting Date" means the date referred to in Clause 2.3 hereof;
- r) "Sub-Consultant" means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of GC Clause 3.8, and;
- s) "Third Party" means any person or entity other than the Government, the Client, or the Consultants;

Relation between the Parties

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

Law Governing the Agreement:

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. All the manpower deployed under the contract should be governed by the applicable law and has to be insured and should indemnify the client from all the liabilities.

Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning interpretation of this agreement.

Headings

The Headings shall not limit, alter or affect the meaning of this Agreement.

Notices

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

Client:

Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd.,
Nishtha Parisar, Bijli Nagar, Govindpura, Bhopal – 462023

Attention:

Chief Engineer (Rural Project)

Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd.,
Nishtha Parisar, Bijli Nagar, Govindpura, Bhopal – 462023

Phone _____

E-mail: serggvy@mpmkvvc.com

Facsimile: 2589821

Consultants:

Attention: -----

Phone-----

Telex-----

E-mail-----

Facsimile-----

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

MPMKVVCL, Bhopal/ T.S.No.- CMD/CZ/RGGVY/11-12/02; INV of "SUPERVISION, MONITORING & QUALITYCONTROL CONSULTANTS" under RGGVY Schemes of Central Discom Bhopal

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 Fax, telegrams and facsimiles 24 hours following confirmed transmission;

Location:

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

Authorized Representatives

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

For the Client:

The Chief Engineer (Rural Project)

O/o. CMD, Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd,
Nishtha Parisar, Bijli Nagar, Govindpura – 462023

Or

on his behalf The C.E.O. of the concerned PIU.

For the Consultant:

[Fill up the blanks]

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.

Fees quoted by consultant must include all taxes and duties (except service tax & education cess on such service tax) levy-able in relation to this contract. The applicable Service Tax (along-with Education Cess on such service tax) shall be claimed over and above the quoted fees by the Consultant, and paid by him to the appropriate government timely and in proper manner as may be prescribed by law. Further, the consultant is required to produce documents regarding payment of Service Tax time to time. If he fails to produce such document, his subsequent bills may be withheld for payment.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and effect 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 SC or 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 or 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 or 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 be 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 are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
- (ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

2.9 Termination

2.9.1 By the Client

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

- a) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to *Clause 2.8* of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the consultants (or if the consultants consists of more than one entity, if any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- d) 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;
- 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 Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- g) If the consultant, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in agreement execution.

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

2.9.2 By the Consultants

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

- (a) If the Client fails to pay any money due to consultants pursuant to this agreement and not subject to dispute pursuant to Clause 8 & 9 of this agreement hereof within forty five (45) days after receiving written notice from the consultants that such payment is overdue;
 - (b) If the Client is in material breach of its obligations pursuant to this 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 Client 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 Client 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* 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:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof,
- (iii) The consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this agreement hereof,
- (iv) The consultant’s obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Client, whereof, as a result of such default, and
- (v) Any right, which a party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9, 3.10 or 3.11 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 Client):

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 forth-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 hereof.

3. OBLIGATIONS OF THE CONSULTANTS

General Standard of Performance

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

Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the consultant and/or sub-consultants and agents, comply with the Applicable Law time being in force. The Client shall advise the consultants in writing of relevant local customs and the consultants shall, after such notice, respect such customs.

Conflict of Interests

Consultants not to benefit from Commissions, discounts etc.

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

3.2.2 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to engage in certain activities

The Consultants agree that, during the term of this agreement and after its termination, the consultants and any entity affiliated with the consultants, as well

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as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities

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

(a) During the term of this agreement, any business or professional activities in the State of Madhya Pradesh, which would conflict, with the activities assigned to them under this Agreement.

Confidentiality

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

Limitations of The Consultant's Liability Towards Client:

- (a) Except in case of gross negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out of the services, the consultants, with respect to the damage caused by the consultants to the Client's property, shall not be liable to Client –
1. For any indirect or consequential loss or damage, and
 2. For any direct loss or damage that exceeds:
 - (a) the total payments for services made or expected to be made to the consultant hereunder, or
 - (b) the proceeds consultant may be entitled to receive from any insurance maintained by the consultant to cover such 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 any person or firm acting on behalf of the consultant in carrying out the services.
- (c) The consultant or their personnel, if found to be involved in the gross negligence or willful misconduct, which cause damage to the interests of the Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, shall be liable to the damages jointly with the works contractor. They or their personnel can also be subjected to the penal action under **M.P. Vinirdishtta Bhrashta Acharana Nivaran Adhiniyam 1982 and/or other applicable laws for the time being in force.**

The consultant's liability under this agreement shall be as provided by the applicable law.

Consultant's liability towards risks and coverages:

The risks and coverages shall be as follows: -

- (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the consultants or their personnel or any sub consultant or their personnel for the period of the consultancy.
- (b) Client'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.

Insurance to be taken out by the Consultants

The Consultants

- (a) Shall take out and maintain, and shall cause any Sub-consultants to take out and maintain at their (or the Sub-consultants, as the case may be) own cost, insurance against the risks, and for the coverage's, as specified in clause 3.5 above.
- (b) At the Client 's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Accounting, Inspection and Auditing

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

Consultant's Actions requiring Client's prior Approval

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

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

Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in *clause-10* of Annexure I TOR hereto, in the numbers and within the time period set forth in the said Annexure and also furnish specific data/information called for by the Client as and when required.

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

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

Equipment and Materials furnished by the Client

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

4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1. General

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

4.2. 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 and Annexure-2.
- (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 Annexure-2, may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in Clause 6 of this agreement.

Approval of Personnel

The Key Personnel listed by title and by name are hereby approved by the Client. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Client for review and approval of a copy of their biographical data and a copy of medical certificate. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Client.

Removal and / or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Client;
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

Team Leader

The Consultants shall ensure that at all times during the Consultants performance of the Services in State of Madhya Pradesh, a Resident Engineer (Team Leader), acceptable to the Client, shall take charge of the performance of such services.

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance and Exemptions

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

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

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

5.2 Access to Land

The Client warrants that the Consultants shall have free of charge unimpeded access to all land in the State of Madhya Pradesh in respect of which access is required for the performance of the Services.

5.3 Payment

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

6. PAYMENTS OF THE CONSULTANTS

The payment of the fees to the consultant in consideration of the services rendered by him shall be made in following manner :

- (ii) Fixed part of the Fees : 25% (Twenty Five percent) of the fee quoted by consultant shall be fixed portion of total fee and shall be payable in monthly equal installments as calculated in following manner.

$$0.25 \quad 3,42,77,00,000 \times (\% \text{ fees quoted}) \times$$

Monthly fixed part of Fees= -----
(In Rs.) 24 X 100

- (iii) **Fixed part of the fees** shall be payable for a period of 24 months only. However, if contract is cancelled, terminated or otherwise made ineffective for any reason whatsoever, payment of fixed part of fee shall be stopped on the date of such cancellation/termination etc.

- (iv) **Variable Part of the Fees:** 75% (Seventy five percent) of the fee quoted by consultant shall be variable portion of total fees of the consultant, and shall be payable on prorata basis as per the work progress, as calculated in following manner. The work /part of the work shall be treated as completed only when the Consultant's personnel submitted all reports relating to the said work as per scope of the services and as mentioned in TOR

Cost of works certified as
Completed X (% fees quoted) X

0.75
Variable part of Fees =

.....
(in Rs.) m 100

- (v) The payment of fees as above would be made within 30 calendar days and 45 calendar days for fixed part of fee and variable part of fee respectively from the date of submission of bills. The amount as per the statutory requirement and/or as provided in the contract award shall be deducted from the bill of consultant.

- (vi) The cost of works for which consultancy to be provided has been estimated to be Rs. 342.77 crores at present, on the basis of which, fixed part of the fees has been arrived. During execution of project, actual cost of works supervised may be more or lesser than Rs. _____
Creore. In such event, the fixed part of the fees payable to consultant shall not undergo any revision.

6.1 Currency of Payment

Except as may be otherwise agreed between the Client and the Consultants all payments under this agreement shall be made in Rupees only. The payments shall be made by Cheques.

6.2 Mode of Billing and Payment

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

- (a) The Client 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 Client of a Bank Guarantee by a Bank acceptable to the Client 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 IV hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than the fifteen (15) days after the end of each calendar month, during the period of services, the consultant shall submit to Client in duplicate itemized statements.
- (c) The Client shall cause the payment of the consultants periodically as given above within thirty (30) days after the receipt by the Client 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 Client 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 Client. The services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) 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 Client has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by the consultants to the Client within thirty (30) days after receipt by the consultants of notice thereof. Any such claim by the Client for 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.
- (e) All payments under this agreement shall be made through account payee cheque.

6.3 Recovery

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2. Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is

operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 10 thereof.

8. Action when the Key Personnel not provided

As per clause 8 of the TOR, the consultant is required to provide the Key Personnel with qualification and experience as laid down in Annexure-2. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only in exceptional circumstances on approval of. Advisor **MPMKVVCL BHOPAL**.

If the services of required staff are not made available at proper time and in specified number, action as provided in clause 11 of TOR shall be taken. In addition, action under other clauses of the contract, which may ultimately result in the termination of the contract, may also be taken.

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

10. SETTLEMENT OF DISPUTES

10.1. Amicable Settlement

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

10.2 Dispute Settlement

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

- 10.3 Jurisdiction** – The contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Bhopal. No other jurisdiction shall be applicable.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE CLIENT

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

SPECIAL CONDITIONS OF AGREEMENT (SC)

Number of Amendments of, and Supplements to, Clauses in the General Conditions of Agreement, TOR and LOI.

SC Reference No. Clause:

1. GC 2.1 The agreement shall come into force and effect on the date of order to commence services, issued by client.
2. GC 2.2 The time period shall be 15 days unless any other time period parties may agree in writing.
3. GC 2.3 The time period shall be 15 days unless any other time period parties may agree in writing.
4. GC 2.4 The time period shall be 24 months unless any other time period parties may agree in writing.
5. GC 3.8(c) The other actions are:
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 as "Client " is required".
6. GC 3.10 The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Client.
7. GC 4.5 "The person designated as Team Leader in TOR shall serve in that capacity, as specified in Clause GC 4.5".
8. GC 6.2(a) **Mobilization advance**
Interest free Mobilization advance equal to 5% of the contract amount will be granted against unconditional Bank Guarantee of a Nationalized Bank. B.G. should be valid for a period of 12 months. The advance shall be recovered in 10 monthly installments from the payments due to the consultant or by encashment of B.G. if sufficient payment is not due to the consultant.
9. GC 10.2 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this contract and which is not amicably settled between consultant and General Manager as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the dispute redressal committee which shall consist of the following: -
 - Chairman & Managing Director **MPMKVVCLBHOPAL** – Chairman
 - Advisor, **MPMKVVCLBHOPAL** – Member
 - Nodal Officer, **MPMKVVCLBHOPAL** - Member Secy.The committee shall give its decision within 60 days.
Any party not satisfied with the decision of the committee shall be free to refer the case to MP Arbitration Tribunal constituted under MP Madhyastham Adhikaran Adhinyam 1983.
11. Para 3.2.1 of LOI: Financial Proposal –The documents establishing that Service Tax (including education cess of such service tax) has been paid to the appropriate government will be submitted to the *Client* invariably. Any liability of any kind i.e. penalties etc. arises due to non-payment of taxes shall be of consultant and the Client can deduct such tax and penalties from the pending bills, or from the performance security for payment to appropriate government.

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE

(To be executed on non-judicial stamp paper of Rs. 250/-)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref.

Bank Guarantee No.

Date

.....

To,

The Chief Engineer (Rural Project)
Office of the CMD (CZ),
M.P.M.K.V.V. Co. Ltd,
Nishtha Parisar, Govindpura,
Bhopal.

Dear Sir,

In accordance with Invitation to Bid under the T.S. No.:CMD/CZ/RGGVY/11-12/02 of the Chief Engineer (Rural Project), Office of the CMD (CZ), MPMKV Co. Ltd., Bhopal (hereinafter called the 'Employer') M/s ... having its Registered/Head Office at(hereinafter called the 'Bidder') wish to participate in the said Bid for.....and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up toon behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the Bank at(local address) having our Head Office at.....guarantee and undertake to pay immediately on demand by the Employer the amount of (in words & figures) Without any reservation, protest, demur and recourse. Any such demand made by said 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including @ If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/son whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of2011 at

WITNESS

.....
(Signature) (Signature)
.....
(Name) (Name)
.....
(Official Address) (Designation with Bank Stamp)

*Attorney as per Power of Attorney No.
Dated.....*

@ This date shall be thirty (30) days after the last date for which the bid is valid.

Form of Bank Guarantee for Advance Payments

(Executed on Rs. 250 non judicial stamp & that should be on the name of issuing by Bank)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____ at _____

WITNESS

(Signature)

(Name)

Address)

Attorney

Dated _____

No _____

(Signature)

(Name)

(Official

Designation (with Bank stamp)

Attorney as per Power of

Form of Bank Guarantee for Performance Security

(Executed on Rs. 250 non judicial stamp & that should be on the name of issuing by Bank)

1. In consideration of the Addl. Chief Engineer (Project) Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd (A company incorporated under the companies Act 1956 and having its Registered office at Nishtha Parisar, Govindpura, Bhopal), (hereinafter called "the Authority) having agreed to exempt M/s..... (Herein after called "the said consultant(s)") from the demand, under the terms and conditions of an Agreement dated..... made between And (hereinafter called "the said Agreement") for performance/security deposit for the due fulfillment by the said consultant(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms and conditions contained in the said agreement.

2 We.....Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Consultant(s) of any of the terms or conditions Contained in the said agreement or by reason of the Consultant(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

4. We.....Bank Limited further agree with the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations here under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

Annexure - I

FORMATS

FORMAT-A

Format For Field Quality For Village With All Associated Hamlets/Mauza/Dhani/Thanda Etc. (To Be Filled By Contractor)				
Site Inspection Report			Report No.	
Site Inspection Was Carried Out On			Report Date	
Project Details				
Contractor				
Block				
Village With All Associated Hamlets/Mauza/Dhani/Thanda Etc.				
Census Code				
Sl. No.	Applicable Standard/Manual	Item/Job Description	Confirm Compliance	Deviations/ Corrective Actions
A1- LT & 11kV Lines A1-POLES				
1	REC Construction Manual and Standards	Pole-Concreting wherever applicable	Yes/NO	
2	REC Construction Manual and Standards	Base Plate	Yes/NO	
3	REC Construction Manual and Standards	Earthing	Yes/NO	
4	REC Construction Manual and Standards	Numbering, Anticlimbing, devices & Danger Plate for DT pole & wherever applicable	Yes/NO	
A2-POLE ACCESSORIES & HARDWARES				
1	REC Construction Manual and Standards	Mounting of Pole-Hardware's & accessories	Yes/NO	
A3-STAY SET Yes/NO				
1	REC Construction Manual and Standards	Provision as per contract and standards	Yes/NO	
2	REC Construction Manual and Standards	Proper Tightening	Yes/NO	
3	REC Construction Manual and Standards	Stay Set, Turn buckle & concreting -proper installation	Yes/NO	
A4-JUMPERING				
1		P.G. Clamps-provision & proper installation	Yes/NO	
B. DISTRIBUTION TRANSFORMER				
1	REC Construction Manual and Standards	a. Mounting	Yes/NO	
2	REC Construction Manual and Standards	b.Termination through bi-mettalic clamps	Yes/NO	
3	REC Construction Manual and Standards	c.Jumpering	Yes/NO	
4	REC Construction Manual and Standards	d.Earthing	Yes/NO	

5	REC Construction Manual and Standards	Pre-commissioning checks	Yes/NO	
C- TPMO/GO/AP SWITCH				
1	REC Construction Manual and Standards	Earthing & switch operation	Yes/NO	
2	REC Construction Manual and Standards	Jumpering from TPMO switch to drop out fuse for Trf.	Yes/NO	
D-METERING DISTRIBUTION LT PANEL /SERVICE CONNECTION				
1	REC Construction Manual and Standards	Termination of LT cable, Bearer wire and support at house	Yes/NO	
		Energy meter & earthing	Yes/NO	
2	REC Construction Manual and Standards	AB Cable with piercing connector	Yes/NO	
Signed By				
Representative of Turnkey Contractor				
Representative of PQCC if checked				
Representative of TPIA /RQM/NQM if checked				

FORMAT-B

FORMAT FOR FIELD QUALITY OF SUBSTATIONS (TO BE FILLED BY CONTRACTOR)				
Site Inspection Report		Report No.		
Site Inspection Was Carried Out On		Report Date		
Inspecting Officer				
Project Details				
Contractor				
Substation Location				
Sl.No	Rec Tech Specs	Item/Job Description	Confirm Compliance	Deviations/ Corrective Actions
33kv/11kV Substation				
1	REC Construction Manual and Standards	Earthing	Yes/NO	
2	REC Construction Manual and Standards	Civil Works	Yes/NO	
3	REC Construction Manual and Standards	Construction and general layout	Yes/NO	
4	REC Construction Manual and Standards	Safety clearances as per IE rule	Yes/NO	
5	REC Construction Manual and Standards	Bimetallic terminal connectors for transformer connections	Yes/NO	
6	REC Construction Manual and Standards	Operation	Yes/NO	
Signed By				
Representative of Turnkey Contractor				
Representative of PQCC if checked				
Representative of TPIA /RQM/NQM if checked				

FORMAT-C

CONTRACTOR'S FORMAT BOQ FOR VILLAGES with all associated Hamlets/Mauza/Dhani/Thanda etc. (TO BE FILLED BY CONTRACTOR)				
SITE INSPECTION REPORT		REPORT NO.		
SITE INSPECTION WAS CARRIED OUT ON		REPORT DATE		
PROJECT DETAILS				
CONTRACTOR				
BLOCK				
VILLAGE				
CENSUS CODE				
S.No.	Name of material/Items	Unit	Provision as per Approved drg.	Quantity at site
(i)	PCC Poles			
	a) Single Pole			
	1. 8.5 Meter	No.		
	2. 9.5 Meter	No.		
	3. 11.0 Meter	No.		
	4. Strut Pole	No.		
	b) Double Pole			
(ii)	LT & 11 KV Conductor			
	length (ACSR/AAAC/ Length			
	a) Main Line & Size	Mtr./mm		
	b) Spur Line & Size	Mtr./mm		
(iii)	LT Cable Length	Mtr.		
(iv)	Insulator (11 KV)			
	a) Disc.	No.		
	(b)Pin	No.		
	Insulator (LT)			
	a) Disc.	No.		
	(b)Pin	No.		
(v)	Ligthening arrester	No.		
(vi)	Distribution Transfm.			
	a) 10 kVA	No.		
	b)16 kVA.	No.		
	c) 25 kVA	No.		
(vii)	Stay set	No.		
(viii)	Service connections	No.		
Signed By				
Representative of Turnkey Contractor				
Representative of PQCC if checked				
Representative of TPIA /RQM/NQM if checked				

FORMAT-D

Inspection Format For Tpia/Rqm/Nqm				
Site Inspection Report No.				
Site Inspection Was Carried Out On/ Report Date				
Inspecting Agency Inspecting Officer Project Details Contractor Block Village Census Code Discom's Representative Contractor				
Sl. No.	Reference Document	Item/Job Description	Whether Meet Construction Standard	Deviations/ Corrective Actions
1	Quality Control Manual	LT & 11kV Lines- POLE ERECTION	YES/NO	
3	Quality Control Manual	11kV Line Erection	YES/NO	
4	Quality Control Manual	Earthing	YES/NO	
5	Quality Control Manual	DISTRIBUTION TRANSFORMER - installation	YES/NO	
6	Quality Control Manual	TPMO/GO/AB switch - operation	YES/NO	
7	Quality Control Manual	METERING -DT/LT PANEL /SERVICE CONNECTION	YES/NO	
8	Quality Control Manual	Substation Erection- Transformer, VCB, CT/PT, C&R Panel, Battery and Control Room	YES/NO	
9	DPR/Contract Document	BOQ Verification		
Signed By				
DISCOM CONTRACTOR			REC/NQM	
	PQCC	M/s		RQM/NQM

FORMAT-E

Monthly Quality Control Report				
Discom				
Project Details				
Contractor				
Sl. No.	Name Of Village	Name Of District/Block	Census Code	Whether Comply The Quality Control Manual
1				
2				
3				
4				
5				
6				
7				
8				
Signed By				
DISCOM		CONTRACTOR		
PQCC				