



# **REQUEST FOR PROPOSALS**

**For**

**Selection of Supervision Consultant**

**For**

**Feeder Separation Project**

**M.P.PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.**

**(A Wholly Owned Govt. of M.P.Undertaking)**

**Registered office:**

**GPH COMPOUND, POLO GROUND, INDORE**

**Modified Document**

**Date: 11.08.2010**

**Final Document with incorporation of Addendum**

**Date: 26.08.2010**

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For

Selection of Supervision Consultant

For

Feeder Separation Consultant

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# Section –I



**M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,**

(A Wholly Owned Govt. of M.P. Undertaking)

**GPH COMPOUND, POLOGROUND, INDORE**

**PHONE NO. 0731 -2423141/2421662, FAX NO.0731-2423300**

**Email : pro\_dir\_feedersep@yahoo.com**

NITNo.CMD/MPPK/PROJ/FS/01/10-11/12486

Date: 08.07.10

**Invitation of proposals for procurement of services of Consultants for Supervision and Monitoring of Feeder separation work**

MPPKVVCL invites sealed proposals for procurement of services of qualified Consultants for supervision of execution of Feeder Separation work in seven districts under its jurisdiction in the state of Madhya Pradesh.

The selection of Consultants shall be on CBS (Cost Based Selection) method wherein the technical proposals of all Consultants shall be evaluated and financial proposals of only those Consultants shall be evaluated who score a minimum of 750. The Consultant quoting the lowest shall then be called for negotiations.

The RFP documents for the said work shall be available from 10.07.2010 to 09.08.2010. The proposals shall be received up to 15 hrs on 16.08.2010 and shall be opened on the same day at 15.30 hrs.

MPPKVVCL intends to finance these services through loan from Rural Electrification Corporation (REC).

For the purpose of reference the RFP document is available on our website [www.mppkvcl.org](http://www.mppkvcl.org) The documents can be purchased from the office of Project Director (Feeder Separation), MP Paschim Kshetra Vidyut Vitaran Co. Ltd., GPH Compound, Polo Ground, Indore (Phone: 0731 -2423141/2421662, FAX NO.0731-2423300) on any working day between 10:30 AM to 5:00 PM on payments of INR 2000/- through a demand draft in favour of Sr. A.O., MPPKVVCL. Indore.

[www.mppkvcl.org](http://www.mppkvcl.org) //Save Electricity//

**Chief Engineer (Corp. Office)**



**M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,**  
**GPH COMPOUND, POLOGROUND, INDORE**  
(EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144 & 203, Fax No: 2423300)

No. CMD/MPPK/PROJ/FS/03/10-11/14832

Indore, dated: **11.08.2010**

## **CORRIGENDUM**

### **Invitation of Proposals for Procurement of Services of Consultants for Supervision and Monitoring of Feeder Separation Work.**

**Ref: - Original NIT No. CMD/MPPK/PROJ/FS/01/10-11/12486 Dated 08.07.2010.**

The para No. 2 & 3 of original NIT amended as under: -

Para No. 2 - The selection of Consultants shall be on QCBS (Quality Cost Based Selection) method wherein the technical proposals of all Consultants shall be evaluated and financial proposals of only those Consultants shall be evaluated who score a minimum of 750 marks. The Consultants scoring the highest combined technical and financial score will then be called for negotiations.

Para No. 3 - The RFP documents for the said work shall be available from 10.07.2010 to 27.08.2010. The revised date of pre-bid shall be 18.08.2010 at O/o CMD (CZ), Bhopal. The proposal shall be received up to 15:00 hrs on 28.08.2010 and shall be opened on the same day at 15.30 hrs.

All other contents of the original NIT shall remain unchanged. An additional para No. 6 is added as under: -

The documents can also be down loaded directly from our website [www.mppkvvcl.org](http://www.mppkvvcl.org) and the same shall be submitted duly signed alongwith document fees of Rs. 2000/- through Demand Draft in favour of Sr. A.O., MPPKVVCL, Indore.

website- [www.mppkvvcl.org](http://www.mppkvvcl.org)

**Chief Engineer (Corporate Office)**



**M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,**  
**GPH COMPOUND, POLOGROUND, INDORE**  
 (EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144 & 301, Fax No: 2423300)

No. CMD/MPPK/PROJ/FS/01/10-11/ 15720

Indore, dated: **26.08.2010**

**Notice for Extension of RFP Closing date**

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In reference to NIT No.CMD/MPPK/PROJ/FS/01/10-11/12486 Date: 08.07.10 & No. CMD/MPPK/PROJ/FS/03/10-11/14832 Indore, dated: 11.08.2010 for invitation of proposals for selection of supervision consultants for feeder separation project, the proposals closing dates have been extended.

S.NO.	PARTICULARS	Existing Date	PROPOSED NEW DATE
1	Proposal submission date & time	28.8.2010 up to 15.00 hrs.	<b>6.9.2010</b> up to 15.00 hrs.
2	Date & time of opening of technical proposal.	28.8.2010 at 15.30hrs.	<b>6.9.2010</b> at 15.30hrs.

The modified RFP document along with addendum may be downloaded from our website [www.mppkvcl.org](http://www.mppkvcl.org) and the same shall be submitted duly signed along with document fee of Rs. 2,000/- through a Demand Draft Drawn in favor of Sr. A.O., MPPKVCL, Indore.

S/d

**(D.K. Kanugo)**

Chief Engineer (Corporate Office)  
 O/o CMD MP PK VV Co. Ltd., Indore

# **Section–II**

## Section II: Instructions to Consultants

### Definitions

- (a) “Consultant” means an entity or a Joint Venture that will provide the Services to the Employer under the Contract.
- (b) “Contract” means the Contract signed by the Parties and all the attached documents listed in RFP documents, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (c) “Contractor” means the agency selected by the Employer for executing the works.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) “Day” means calendar day.
- (f) “Employer” means Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (MPPKVVCL INDORE), with which the selected Consultant shall sign the Contract for the Services.
- (g) “Government” means the government of Madhya Pradesh.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (i) “Joint Venture” means a Consultant which comprises of two or more Partners each of whom will be jointly and severally liable to the Employer for all the Consultant’s obligations under the Contract.
- (j) “LOA” means the Letter of Award being sent by the Employer to the selected Consultants for signing of the agreement.
- (k) “Personnel” means professional and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
- (l) “Partner” means any of the entities that make up the Joint Venture; and “Partners” means all those entities.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.

- (n) “RFP” means this document, ‘Request for Proposal’ prepared by the Employer for the selection of Consultants.
- (o) “Services” means the work to be performed pursuant to the Contract.
- (p) “Standard Electronic Means” includes cable, telex, facsimile and email transmissions.
- (q) “Terms of Reference” (TOR) means the document included as Section 4 of RFP which explains the objectives, scope of work, activities/tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Employer named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Qualified Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet.
- 1.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Consultants are encouraged to visit the work areas before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.
- 1.4 The Employer shall provide inputs as given in the Data sheet.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **Conflict of Interest**

- 1.6 The Employer requires that consultants provide professional, objective, and impartial advice and at all times hold the Employer’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate

interests.

- 1.7 Without limitation on the generality of the foregoing, Consultants shall not be recruited under the circumstances set forth below:
  - (a) **Conflict between consulting activities and procurement of goods, works or services:** Consultants that have been engaged by the Employer to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a consulting firm hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's services for such preparation or implementation.
  - (b) Consulting firms shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm. As an example, consulting firms hired to prepare detailed project report for the feeder separation project or GPS survey for the feeder separation shall not be engaged to supervise/monitor the feeder separation work. Similarly, consultants hired to prepare terms of reference (TOR) for an assignment shall not be hired for the assignment in question.
- 1.8 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.9 No agency or current employees of the Employer shall work as Consultants under their own departments or agencies. Recruiting former government employees or agencies of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 1.10 A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of
  - (i) the preparation of the Terms of Reference of the

assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

### **Ethical Standard**

1.11 Consultants are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Employer will reject a proposal for award if it determines that the Consultant being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

1.12 For the purposes of this provision, the terms set forth below are defined as follows:

- (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, of any thing of value to influence the action in the procurement process or in Contract execution; and
- (b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Employer of the benefits of competition;
- (c) “Collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.13 In pursuance of the practice of maintaining ethical standards, the Employer:

- (a) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or

for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and

- (c) Will have the right to require that, in Contract, a provision be included requiring Consultant to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.

1.14 The Consultant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.15 Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.

**Only one Proposal**

1.16 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

**Proposal Validity**

1.17 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period. However, should the need arise; the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultant could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**Eligibility conditions of Consultants**

1.18 The Consultant are required to meet the following Qualification Criteria and shall furnish adequate form, statements and documentary evidence/certificates in proof of the same;

1. The Consultant should be a Company registered

under the Companies Act 1956.

2. **Technical criteria:** Consultant should have experience of consultancy work for supervision of electrical works contract in power distribution/transmission projects during the last five (5) years whose aggregate value should not be less than INR 500 Crs.

**Or**

The Consultant should have experience of supervision of infrastructure projects (other than electrical works) in the last five (5) years whose aggregate value should not be less than INR 2000 Crs.

3. **Financial criteria:** The consultant should have minimum average annual turnover of INR twenty (20) Crores for last three (3) financial years as per audited annual accounts with positive Net-worth for the last financial year.
4. In case of joint venture, Consultants shall meet the qualification requirement as mentioned at points 2 and 3 above jointly.

1.19 All the Consultants shall have to submit an affidavit to the effect that:

- (a) he has not been blacklisted or debarred for future business by the Employer,
- (b) he has not been debarred from participation in any public procurement by any competent authority as per law,
- (c) he is not insolvent or not in receivership or not bankrupt or not in the process of being wound up, or not have entered into an arrangement with creditors;
- (d) his affairs are not being administered by a court, judicial officer or by an appointed liquidator;
- (e) he has not suspended business or not in any analogous situation arising from similar procedures under the laws and regulations of India;
- (f) he has not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary; and,
- (g) he has fulfilled obligations with regard to the payments of taxes, duties or other payments due in accordance with the laws of India

- (h) In case of those Consultants whose past performance has not been satisfactory against previous tenders their offers may be rejected.
- Eligibility of Partners of a Joint Venture** 1.20 In case a Consultant intends to be the lead firm in a Joint Venture, each Joint Venture Partner (and every individual expert) shall be a citizen or legal entity of India.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants who have purchased the RFP document may request a clarification of any of the clauses/sections of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by Standard Electronic Means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals** 3.1 Consultants are requested to submit a Proposal written in the language(s) specified in the Data Sheet.
- 3.2 **Earnest Money Deposit:** The applicant shall have to deposit an Earnest Money Deposit of amount specified in the Data Sheet, in the form of Demand Draft of any nationalised bank/Scheduled Bank favouring the name mentioned in the Data Sheet. This should be kept in a separate envelop. If EMD is not found proper then the proposal shall be treated as non responsive and shall not be evaluated further and hence shall be rejected.
- 3.3 **Technical Proposal:** In preparing the Technical Proposal, consultants are expected to examine the

documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture, it may associate with other Consultants if so indicated in the Data Sheet. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture but subject to approval of the Employer.
- (b) For assignments on a staff time basis, the estimated number of professional staff-months is given in the Data Sheet.
- (c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- (d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) must be submitted for each position.
- (e) Proposed professional staff must, as a minimum, have the experience indicated in the Data Sheet.
- (f) Documents to be submitted by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet.

3.5 The Technical Proposal should provide the following information using the Standard Forms (Section 5).

- (a) A brief description of the Consultants' organization and an outline of experience in last 5 financial years of the Consultants on assignments of a similar nature is required. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by

individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants must substantiate his experience by submitting the requisite experience certificate from the Employer. "In case of non-availability of completion certificates issued by Principal Employer, the award letter of supervision of the project accompanied by a certificate of all payments received under the said contract would be considered". - Affidavit related to this of the consultant will also be required.

- (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Employer.
- (c) A description of the methodology and work plan for performing the assignment.
- (d) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
- (e) ***CVs originally signed in blue ink on each page by both the proposed professional staff and the authorized representative submitting the proposal along with the proof of age and qualification.*** Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments. ***Photocopy or unsigned CV shall not be evaluated.*** If no CV is submitted for any position, then evaluation shall be done as zero for that position. **The CV's of only Key Experts that is Team leader, Deputy Team Leader, Qty surveyor cum contracts specialist and Resident Engineers are to be submitted and only these CVs shall be evaluated.**
- (f) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

- (g) A detailed description of the proposed methodology, staffing and monitoring.
  - (h) Financial detail mentioning Net worth, Turnover through consultancy business, etc, as required.
  - (i) Any additional information requested in the Data Sheet.
- Full-time Employees** 3.6 It is desirable that the majority of the experts proposed is regular full-time employees of the Consultant or have an extended and stable working relationship with it. Higher rating will be given when the expert is a regular full-time employee of the Consultant. A regular full-time employee of the Consultant is defined as a person who, on the date of submission of the Consultant's Proposal:
- (a) is currently employed under a contract or agreement of employment with the Consultant;
  - (b) has been employed by the Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;
  - (c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant.
- Disqualification** 3.7 The technical proposal of the Consultant shall be rejected if for a nominated expert:
- (a) the CV is not signed in accordance with para. 3.5 (e) requirements,
  - (b) is a current employee of the Employer; or
  - (c) Has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.
- Financial Proposal** 3.8 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 3.9 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (**Section 5**). ***The rates to be quoted shall be inclusive of all taxes, duties, cess, etc. excluding service tax.*** The rates are to be filled in Indian

National Rupees only.

**4. Submission, Receipt, and Opening of Proposals**

- 3.10 All activities and items described in the Technical Proposal must be priced. Any activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 4.1 Consultant must submit the number of copies of the Technical and Financial proposal as indicated in the Data Sheet.
- 4.2 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.
- 4.3 An authorized representative of the Consultants shall initial all pages of Technical and Financial Proposals. "The authorization shall be in the form of a duly notarized power of attorney on non-judicial stamped paper of appropriate value accompanying the Proposal demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked "Original."
- 4.4 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Data Sheet and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.5 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "Do

not open, except in presence of the Official appointed before 15:00 hrs on 28.08.2010". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.6 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet or any extension to this date. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

4.7 After the dead line for submission of proposals the above outer envelope shall be opened and the envelope containing the EMD shall be opened first and if found in order the Technical Proposal shall be opened by the evaluation committee. The Financial Proposal shall remain sealed and kept in deposit till the technical proposals are evaluated and then the financial offers of the technically qualified firms shall be publicly opened.

**Modification and withdrawal of proposal**

4.8 The Consultant may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the last date and time for proposal submission.

4.9 The Consultant's modifications shall be prepared and kept in a separate envelope duly sealed and marked "Proposal Modifications" and dispatched to the address below:

Project Director (Feeder Separation)  
MP PASCHIM KSHETRA Vidyut Vitaran Co. Ltd.  
GPH Compound Polo Ground,  
Indore – 452003 (MP)

4.10 Proposal withdrawal or modifications notices received after the last date and time of proposal submission will be ignored, and the proposal already submitted will be deemed to be a validly submitted proposal.

4.11 No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of

the proposal validity period specified in the proposal. Withdrawal of a proposal during this interval may result in the forfeiture of EMD of the Consultant

**Extension of proposal opening date**

- 4.12 The Employer reserves the right to extend the date of opening of proposal, if considered necessary, without disclosing any reason thereof, in which case all rights and obligations of the Employer and Consultants will thereafter be subject to the deadline as extended. The information in this regard shall be displayed on the Employer's website.
- 4.13 In case the date of proposal opening is extended, the Consultants who have already submitted the proposals shall have the following options:
- (a) to withdraw the proposal if already submitted and submit fresh proposal
  - (b) to submit fresh proposal without withdrawal of earlier proposal
  - (c) to request for consideration of the proposal already submitted
- 4.14 The Employer shall consider the proposal based on the option of the Consultant. In case the Consultant does not exercise any option, Employer shall consider the proposal already submitted as valid proposal and decision of the Employer shall be binding on the Consultants. In case the option at 4.13(b) above is exercised by the Consultant the fresh proposal submitted by the Consultant will be considered for opening and the proposal submitted earlier will be returned to the Consultant unopened. Failure to accept the decision of Employer shall result in forfeiture of the EMD of the Consultant.

**5. Proposal Evaluation**

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is

concluded.

- 5.3 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Employer may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to the request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation. Any effort by the firm to influence the Employer in the Employer's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

**Evaluation of  
Technical Proposals**

- 5.4 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

**Public Opening and  
Evaluation of  
Financial Proposals**

- 5.6 After the technical evaluation is completed, the Employer shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the

Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet; the opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification may be sent by registered letter, courier, cable, telex, facsimile, or electronic mail. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.
- 5.8 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the amount stated in words shall prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law;
- 5.9 The lowest Financial Proposal inclusive of all taxes (fm) will be given a financial Score (Sf) of 1000 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $TP =$  the weight given to the Technical Proposal);  $FP =$  the weight given to the Financial Proposal;  $TP + FP = 1$ ) indicated in the Data Sheet;  $S = S_t \times TP + S_f \times FP$ . The firm

achieving the highest combined technical + financial score will be invited for negotiations.

- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff named in its proposal. Failure in satisfying such requirements may result in the Employer proceeding to initiate the negotiation process with the next-ranked Consultant. ***Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.***
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- Financial negotiations**
- 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Employer’s state, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- Availability of Personnel**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed personnel, the Employer expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Employer will require assurances that the personnel will be actually available. The Employer

will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal had quoted the next lowest amount for the services to negotiate a Contract.
- 7. Award of Contract** 7.1 After completion of negotiations with the consultants, the Employer shall award the Contract to the selected Consultant. However, after signing of the Contract, the Employer may return the unopened Financial Proposals to the unsuccessful Consultants. Once the agreement is signed with the successful agency the EMD of unsuccessful agencies shall be refunded.
- 7.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet and as instructed by the Employer.
- Performance Security** 7.3 Within thirty (30) days of issue of Letter of Award to successful consultant from MPPKVCL INDORE the successful Consultant shall furnish to MPPKVCL INDORE a Performance security, as in the form of an unconditional and irrevocable Bank Guarantee for Rs..... as per the prescribed Form. In the event of extension of the contract the Bank Guarantee(s) towards performance security shall be suitably extended by Consultant at no extra cost to the Employer.
- 7.4 Failure of the selected Consultant to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his proposal security, in which event the MPPKVCL INDORE may make the award to the next lowest evaluated Consultant or call for new proposals.
- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals

or to other persons not officially concerned with the process, until the contract has been awarded. The use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and such Consultants may be subject to the provisions of the Anti-corruption Policy of India.

# **Section –III**

### SECTION III: DATA SHEET

Paragraph	Reference
1.1	<p>Name of the Employer: <b>Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.</b></p> <p>Method of selection: <b><u>Quality and Cost Based Selection (QCBS)</u></b></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes.</b></p> <p>Name of the assignment: <b>Consultancy Services for Supervision, Quality Control &amp; Monitoring of 11 KV feeder separation work in villages under the jurisdiction of MPPKVCL Indore.</b></p>
1.3	<p>A pre-proposal conference will be held: Yes  <b>Date:</b> 26/07/2010                      <b>Time:</b> 11:30 Hrs.  &amp;  <b>Date:</b> 18/08/2010                      <b>Time:</b> 13:00 Hrs.  <b>Venue:</b>  O/o Chief General Manager (Projects)  Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd.  Bijli Nagar, Nishta Parisar, Govindpura Bhopal (M.P.)</p> <p>The Employer's representative is:  <b>The Project Director (Feeder Separation)</b>  Address:  Project Director (Feeder Separation)  Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd.  GPH Compound, Polo Ground, Indore (M.P.)  0731 -2423141/2421662, FAX NO.0731-2423300  E-mail: - <b>pro_dir_feedersep@yahoo.com</b></p>
1.4	<p>The Employer will provide the following inputs:</p> <p>The Contract of District wise 11 KV feeder separation will be provided if the same are in place by the time this consultancy contract is awarded. The RFP Documents and the local feeder route maps will be made available to the Consultant after the award of the consultancy contract. The Detailed Project Reports (DPRs) of all the districts will also be available for inspection to the prospective Consultants at above referred office of the Employer.</p>

1.17	Proposals must remain valid <b>180</b> days after the submission date.
2.1	Clarifications may be requested not later than fifteen (15) days before the submission date. The address for requesting clarifications is: <b>The Project Director (Feeder Separation)</b> Address: Project Director (Feeder Separation) Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd. GPH Compound, Polo Ground, Indore (M.P.) 0731 -2423141/2421662, FAX NO.0731-2423300 E-mail: - <b>pro_dir_feedersep@yahoo.com</b>
3.1	Proposals shall be submitted in English language.
3.2	The amount of Earnest Money: Rs. 5 Lacs (Five Lacs Rupees) Payable in favour of Sr. A.O., MPPKVVCL, Indore
3.4(a)	For Joint Venture, Maximum Number of partners is limited to 3 (three) only.
3.4(b)	The estimated number of professional staff months required for supervision of each contract package is enclosed at Annexure-I
3.4(e)	Minimum required experience of proposed Professional staff is enclosed at Annexure-II.
3.9	{ The rates to be quoted shall be inclusive of all taxes, duties, cess etc excluding service tax. Only service including surcharge will be reimbursed.
4.1	Number of Copies required for Technical & Financial Proposal: <b>One Original Proposal and two copies of each in addition to a soft copy in a CD should be provided.</b>
4.4	The proposal submission address is: <b>Project Director (Feeder Separation)</b> Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd. GPH Compound, Polo Ground, Indore (M.P.) 0731 -2423141/2421662, FAX NO.0731-2423300 E-mail: - <b>pro_dir_feedersep@yahoo.com</b>

4.5	Date & Time of opening of Technical proposal:06/09/2010 at 15:30 Hrs.
4.6	Proposals must be submitted no later than the following date and time: Date: 06/09/2010 up to 15:00 Hrs.
5.4	Minimum Technical Score required for technical qualification : <b>A firm to be qualified in the technical evaluation shall have to attain a minimum technical score (St) of 750 marks (75% of 1000)</b>  Criteria and sub-criteria for evaluation of Technical Proposal are enclosed at Annexure – III.
5.6	Expected date for public opening of Financial proposals: 16/09/2010 in the Office of: <b>Project Director (Feeder Separation)</b> <b>Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd.</b> <b>GPH Compound, Polo Ground, Indore (M.P.)</b> <b>India.</b>
5.9	The formula for determining the financial scores is the following: $S_f = 1000 \times F_m/F$ , where $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the quoted price of the proposal under consideration  The weights given to technical and Financial Proposals are: TP = 0.80 and FP = 0.20
6.1	Expected date and address for contract negotiations: Date 06/10/2010 Address: <b>Project Director (Feeder Separation)</b> <b>Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd.</b> <b>GPH Compound, Polo Ground, Indore (M.P.)</b> <b>India.</b>
7.2	Expected date for commencement of consulting services: 26/11/2010 in <b>Indore</b> in M.P.

## Annexure - I

**Table 1: Number & Time Period for which the key Professionals and Sub-Professionals are required**

Sr. No.	Particulars	Team leader		Deputy team leader		Quantity surveyor cum contracts specialist		Resident Engineer		Field Engineer	
		No	Man Month	No	Man Month	No.	Man months	No	Man Month	No	Man Month
1	Complete Project	1	19	1	19	1	18				
2	District Incharge										
(i)	Indore							2	36		
(ii)	Dhar							2	36		
(iii)	Khargone							2	36		
(iv)	Barwani							1	18		
(v)	Khandwa							1	18		
(vi)	Burhanpur							1	18		
(vii)	Ratlam							2	36		
	<b>Total</b>							11	198		
3	11 KV Feeder Incharge										
(i)	Indore									8	144
(ii)	Dhar									8	144
(iii)	Khargone									8	144
(iv)	Barwani									6	108
(v)	Khandwa									6	108
(vi)	Burhanpur									3	54
(vii)	Ratlam									8	144
	<b>Total</b>									47	846

**Note:**

1. Field Engineers and other staff shall not be evaluated in technical proposal.
2. Additional 11 nos. Field Engineers will be required for initial 5 months of survey only amounting to 55 man months.

**Annexure-II****Broad qualification and experience requirements of key experts**

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

**Table 2: Minimum Qualification and experience of Technical Staff (Key Personnel) at Head Quarter**

Sr. No.	Particulars	Estimated man month	Minimum qualification	Minimum experience	Maximum age
1	Team Leader	19	B.E. (Electrical)	20 Years in Power Sector	65 Years
2	Deputy Team Leader	19	B.E. (Electrical)	15 Years in Power Sector	58 Years
3	Qty surveyor cum Contracts specialist	18	B.E.	15 years	58 Years
4	Resident Engineer	198	B.E. (Electrical) Or Diploma in Electrical	10 Years in Power Sector (in case of Diploma holder 20 years)	50 Years

**Table 3: Minimum qualification and experience of Sub Professional Staff & Field Technical Staff (Technical)**

Sr. No.	Particulars	Estimated man-month Input	Minimum Qualification	Minimum Experience	Maximum Age
1	Field Engineer	846	Diploma in Electrical Engineering	3 Years	40 Years
2	Other Staff	-	-	-	-

**Note: Maximum age limit for all Sub Professional Staff & Field Technical Staff (Technical) is 40 Years.**

## Annexure – III

### SUMMARY EVALUATION SHEET FOR SUPERVISION CONSULTANCY OF FEEDER SEPARATION WORK

Name of Agency:

<b>I Qualification</b>		<b>Max. 200 Marks</b>	
<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>Marks Assigned</b>	
Experience in similar supervision and monitoring projects	200		

<b>II Approach &amp; Methodology</b>		<b>Max. 100 Marks</b>	
<b>Sr. No.</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>Marks Assigned</b>
A	Understanding of Objectives	20	
	General Understanding		
	Components coverage		
	Site Visit.		
B	Quality of Methodology	25	
C	Innovativeness/Comments on TOR	10	
D	Work Programme	20	
E	Personnel Schedule	18	
F	Proposal presentation	7	
	<b>Sub Total (II)</b>	<b>100</b>	

<b>III Personnel (Areas of Expertise)</b>		<b>Max. 700 Marks</b>	
<b>Sr. No</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>Marks Assigned</b>
A	Team Leader	101	
B	Deputy Team Leader	63	
C	Quantity Surveyor cum Contracts Specialist	63	
D	Resident Engineer – 1	43	
E	Resident Engineer – 2	43	
F	Resident Engineer – 3	43	
G	Resident Engineer – 4	43	
H	Resident Engineer – 5	43	
I	Resident Engineer – 6	43	
J	Resident Engineer – 7	43	
K	Resident Engineer – 8	43	
L	Resident Engineer – 9	43	
M	Resident Engineer – 10	43	
N	Resident Engineer – 11	43	
	<b>Sub-total(III)</b>	<b>700</b>	
	<b>Total Marks Assigned (Sub-total I+II+III)</b>	<b>1000</b>	

Note:

1. **Projects involving supervision of works where the value of works involved is more than INR 50 crores in case of distribution and transmission works and INR 400 crores in case of other infrastructure works shall only be considered for evaluation**
2. **For the purpose of evaluation, projects of size bigger than INR 50 crores in case of distribution and transmission works and INR 400 crores for other infrastructure works shall be given more weightage on pro-rata basis.**

# **Section –IV**

## **DETAILED TERMS OF REFERENCE (TOR)**

### **Background**

- 1.1 **General**–Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. (MPPKVVCL) Indore is engaged in sale and distribution of power in 14 Districts of Madhya Pradesh namely Indore, Dhar, Khargone, Khandwa., Barwani, Burhanpur, Jhabua, Alirajpur, Ujjain, Dewas, Ratlam, Shajapur, Mandsaur and Neemuch.
- 1.2 At present, in the rural areas, agricultural pump-sets and all other users are being served through common 11 KV feeders. Due to inadequate availability of power and to control supply to agriculture pump-sets, supply to these areas is regulated. But as a result of common feeders feeding all the consumers in rural areas, power cut is registered in complete rural areas, thereby affecting the quality of life of rural domestic and other users.
- 1.3 To improve power supply to these users, which is an essential commodity to ensure better healthcare, income generation and education facilities, it has been decided to separate Agricultural pump-set load from other category of load and regulate their supply as per load regulatory plan. For this, installation of parallel feeders is planned to provide reliable supply to the domestic and other consumers in rural areas.
- 1.4 This project is being considered for financing by the Rural Electrification Corporation Ltd.
- 1.5 The services of an Engineering Consulting firm are therefore required for the supervision and quality assurance of implementation of the works as detailed in this TOR. These terms of reference seek to lay down the basis for the assignment and present in broad terms the duties and responsibilities of the consultant and should form a basis for the formulation of the technical and financial proposals of the bidders.
- 1.6 The MPPKVVCL INDORE will be the Employer and Executing Agency of this project.

### **Objectives**

- 1.7 The main purpose of the consultancy contract is to provide support to Employer to ensure timely & successful implementation of the contracts to be awarded to prospective contractors for feeder separation in villages under the jurisdiction of the Employer.
- 1.8 The Consultant is expected to exercise control on cost, completion time, quality and workmanship of the following works under the project through:

- (a) Monitoring and supervision of:
  - (i) erection of 11 kV bay
  - (ii) erection of 11 kV line along with DP/ 4-Pole structure
  - (iii) installation of distribution transformers along with DTR metering
  - (iv) relocation of existing distribution transformers at load centres
  - (v) conversion of existing LT lines to AB cable of suitable size
  - (vi) erection of new LT lines with AB cables for interconnection
  - (vii) replacement of service lines along with shifting and installation of new meters at call-bell locations
  - (viii) conversion of existing LT lines into HVDS
  - (ix) Erection of new service lines & installation of meters for new service connections
- (b) The prospective supervision consultants should study the scope of work thoroughly, discuss with the Superintending Engineers of circle, if required, as they are expected to reflect the above requirement in their technical and financial proposal adequately besides.
- (c) Undertake site visits independently and/or jointly with the Employer's designated representative as and when required, as the case may be, in order to ascertain that the works are carried out according to prescribed specification;

### **Project in brief**

- 1.9 The key objective of the project is to separate agricultural load from other consumers in rural area by laying down separate parallel feeders for feeding the agriculture pump-set consumers and other rural consumers. The district wise proposed infrastructure to be installed under this project is tabulated as below:

Sr. No.	District Name	Area	Proposed infra structure						
			New 11 kv line	11 kv bay with VCB	Small DTR (25kVA) 3-phase	LT to HVDS	LT on AB cable for interconnection	LT to AB cable conversion	Energy meter
			Km	No	No	km	Km	km	No
1	Indore	Indore, Depalpur, Mhow & Pithampur Division	2030	167	1250	212	93	893	39223
2	Dhar	Dhar, Rajgarh & Manawar Dn.	574	110	1148	211	160	861	56302
3	Khargone	Khargone I, II, Barwah & Mandleshwar Dn.	2057	150	2312	212	139	1818	64933
4	Barwani	Barwani & Sendhwa Dn.	1263	89	1324	105	79	968	42160
5	Khandwa	Khandwa I & II Dn.	1591	99	1410	101	63	846	54324
6	Burhanpur	Burhanpur (O&M) Dn.	633	39	516	63	31	476	19342
7	Ratlam	Ratlam, Jaora & Alot Dn.	1982	136	2106	198	126	1681	34648
	<b>SUB TOTAL</b>		<b>10130</b>	<b>790</b>	<b>10066</b>	<b>1102</b>	<b>691</b>	<b>7543</b>	<b>310932</b>

## Time frame

1.10 The period of award for the supervision services shall be 19 months from the date of the award. The consultants should make their own assessment considering the requirement of work output in terms of TOR including the assessment of requirement of support personnel, both technical and administrative and submit their proposal.

## Language

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

## **Contract management framework (CMF)**

1.12 A Contract Management Framework (CMF) will govern the execution of works. The main features of Contract Management Framework (CMF) formulated for the execution of the proposed construction of works are:

- (a) To administer the contract, MPPKVVC Ltd. Indore will be the Employer. The Project Director (Feeder Separation) will be the overall in-charge of package. The Superintending Engineers of each circle shall be the respective officials who shall be administering the works of their respective Circles. The respective Superintending Engineers and their associates will interact with both the Supervision Consultant and Contractors of their packages and shall be reporting to the Project Director (Feeder Separation) at the Head Office.
- (b) The Project Director (Feeder Separation) will be the Project Director for the project. Without his/her consent no one shall make any change in works project plan and design.
- (c) The Superintending Engineers will administer the works project on behalf of the Employer in accordance with the provisions of this contract and rules of the company.
- (d) The Superintending Engineers will have the authority to give directions to the Supervision Consultant in all routine matters related to the contract management/administration. Such matter shall include but not limited to the following:
  - (i) To take corrective action for any laxity in respect of slow progress and poor quality level of execution.
  - (ii) Examination of the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants.
  - (iii) The Supervision Consultant shall duly consider his suggestions/directions and in case of any differences both the Supervision Consultant and the Superintending Engineer or their appointed officials shall send their independent point of view to the Project Director (Feeder Separation) for decision-making and the decision of the Project Director (Feeder Separation) will be finally implemented.
- (e) The Consultant shall nominate a representative who shall be called the Team Leader. The Team leader shall have a team of experienced technical

and support staff for the execution of the Consultancy Service under the Contract.

- (f) The Supervision Consultant will be a part of the Contract Management Framework and will assist the Employer in all matters pertaining to contract management, as required.
- (g) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Supervision Consultants for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Supervision Consultants and the Contractor.

### **Scope of consulting services**

- 1.13 The Scope of Consulting Services shall include but not necessarily be limited to the terms and conditions as defined hereon.
- 1.14 In addition to carrying out the supervision of all construction activities, the Consultant shall supervise all the physical survey, material testing, consumer indexing and asset mapping being done by works contractor. The Consultant shall also certify the reduction in Transmission and Distribution (T&D) losses as per requirement of works contract. The Consultant shall represent the Employer before the Contractors to ensure that the contract is executed as per terms and condition of the contract and shall also perform the following activities under intimation to the Employer:

#### **Work Programme**

- 1 Interpretation of the Technical Specifications and Contract Documents.
- 2 Carry out 100% survey work jointly by the contractor and the supervision consultant. 10% survey work will be verified by MPPKVVCL INDORE's designated officers.
- 3 Scrutinize and approve the Contractors' detailed work programme, method statement, material sources, manpower/machinery deployment plans for carrying out the works and suggest modifications if any, to ensure that these are satisfactory giving particular attention to the technical requirements, project work implementation schedule, practicability and environmental aspects as well as safety of works, personnel and the general public and recommend the same for approval of the Employer. Work programme should be scrutinized within 10 days of the submission of the program.

- 4 Prepare a project monitoring scheme (which will include technical, physical and financial details), and finalize formats for reporting progress of Supply and installation works and procedures for expediting supply of materials and equipments for installation in accordance with the technical specifications and project time schedule.
- 5 To undertake measurement and recording thereof in measurement books including verification of BOQ as per terms of the contract.
- 6 Propose and present for approval of the Employer changes in the technical documents that may be deemed necessary for the completion of works including information on any effects the change may have on the contract amount and time of completion of the project and prepare all specifications and other details arising thereof.
- 7 To conduct market survey and carry out rates analysis at fixed rates (floor price) of any specific materials/item/equipment required for the work project not covered in the schedule/tender for the construction work and get it approved by Employer.
- 8 Coordinate between the Contractor and the respective Superintending Engineers or their designated representatives for getting the Power shut-down on 11 KV feeders to ensure that work does not get held up on this account and at the same time the supply does not remain interrupted for long. The consultant, in discussion with contractor and the Employer, will prepare a Shut-down plan for different 11 KV feeders and will get it circulated to all concerned in advance. The Consultant shall be responsible for preparing the requisition of shutdown (in accordance with prescribed regulatory formats currently being used by the Company), getting it approved by the authorised personnel and conveying all parties involved in the execution of work, of the planned shutdown and its duration.
- 9 Assistance in getting approvals from various government departments, local governing bodies, panchayats, municipal corporations etc necessary for successful and timely execution of work.
- 10 Extend assistance in according vendor approval by matching the general technical particulars for equipments, scrutinizing the type tests, verifying dryings etc.
- 11 Inform the Employer on hindrances/obstructions or issues which may arise in connection with the implementation of the contract and make recommendation to the Employer for possible solutions well in time.
- 12 Keeping in view the duration of works, milestones and the manpower requirements of the project, it is expected that the Consultant shall advice

the Contractor, if need be, to accelerate the efforts to meet these milestones either by deploying more manpower or introducing more number of shifts etc in order to complete the work within stipulated period. If the above entails deployment of additional Field Engineers/other officials by the Consultant, the same shall be ensured by the Consultant.

- 13 Provide assistance to Employer in exercising strict financial control vis-à-vis physical progress and assist the Employer in capitalization of assets so created in phases.

### **Construction Supervision**

- 14 Undertake site supervision to check project quality, time schedule, ensure implementation in accordance with the approved drawings, technical specifications and other stipulations of contract documents and ensure that quantity utilization is as per invoice submitted by the implementation agency.
- 15 Assess the adequacy of all inputs such as materials and labour provided by the contractor and his/her methods of work in relation to the required progress, and when required take appropriate action in order to rectify and to expedite progress.
- 16 To ensure that the construction methods proposed are in compliance with the requirements of the Contract.
- 17 Ensure implementation of works in compliance with various laws/Acts concerning the safety requirements of the works and labour welfare.
- 18 Inspect the works on final completion before taking over and indicate to the Superintending Engineers and the Project Director any outstanding work that needs to be carried out by the Contractor.

### **Quality of Materials and Works**

- 19 Evolve and implement a quality assurance plan for the works comprising of methods and criteria for sampling, acceptance, testing, quality control measures etc based on statistical methods, relevant standards as well as international practices during and after execution of work to ensure required compliance with standards and consistency in quality.
- 20 Inspect the performance of works with regard to workmanship and compliance with the specification/order, supervise and perform field tests on materials and/or work and approve/disapprove the work/material/equipment of Contractor and ensure removal of disapproved

works/materials/equipments from the site immediately, after consultation with the concerned Superintending Engineer.

- 21 In the event any material or item of work is found to be substandard and unacceptable, the Consultant shall intimate the Project Director and the Superintending Engineer for initiating actions so that such cases do not recur.
- 22 The Consultant shall make quality surveillance of all activities from engineering, survey, erection, construction up to final field testing and commissioning during execution of the works. The Consultant will also certify quantity of material/equipment used in the work. If during field testing of works the quality/quantity of Material/Equipment is suspected to be inferior or less than what was supposed to be used, it will be reported to the concerned officers like the Employer, the respective circle Superintending Engineer for the project as well as 'post award project officer' (who shall be appointed and intimated to the Consultant post award of the Contract) who, in turn, shall get the testing done at any of the recognized testing laboratory in presence of contractor/vendor or his representative. Such material/ equipment shall not be used by in the execution of works.

### **Bills & payments of Contractor**

After submission of bill by Contractor, the consultant is required to complete all activity indicated from Sr. No 23 to 32 below within a period of fifteen (15) days and submit the same to the Employer.

- 23 Administer the Contract, verification of variation orders submitted by the contractors, verification of claims and other matters as a representative of the Employer.
- 24 Recommend to the Employer for payment of the regular bills with applicable taxes and price variation bills if required as per Contract/invoices received from the Contactor.
- 25 Provide assistance to Employer or perform verification for approving/clearing claims/and variation orders invoices submitted by the Contractor and recommend payments to be made thereafter.
- 26 Examine and make recommendations on all claims from the contractors for time extension, extra compensations, extra work or expenses or other similar matters including determination of new rates when required.
- 27 Determine the amount to be added to or deducted from payments to the Contractor for any additional work or for work omitted respectively.

### **Certification of Work Completion**

Consultant shall have to ensure Certification of Work Completion within seven (7) days after submission of the bill by the contractor in addition to undertaking following activities at Sr. No. 28 to 32:

- 28 Upon receipt of notice of completion from the Contractor, inspect the works and inform Contractor and Employer, in writing, items needing rectification for completion.
- 29 Before the issuance of the certificate of completion specify and supervises any remedial works to be carried out and recommend the same upon completion. The inspection should be carried out with representative of the Employer.
- 30 Shall carry out final inspection of the completed section including the test on completion.
- 31 Prepare Certificate of Completion stating date(s) from which the defect liability period of supply and installation work shall commence.
- 32 Ensure that all post-construction (as built) drawings and bills of quantities that may arise thereof are furnished/submitted.

### **Dispute settlement**

- 33 Assist the Employer with respect to the submission of information/data in relation to settlement of disputes through amicable settlement, adjudication or dispute resolution whenever required.
- 34 To prepare, on behalf of Employer, notes, damage claims, penalty etc. whenever applicable to the Contractor for Contract Administration and ensure issuance of the same by Employer.
- 35 Facilitate decisions on all claims and accounts and all post contractual formalities, question, disputes and differences which may arise between the Employer and Contractor and which under the terms of the Contracts are left for the dispute settlement and decisions.
- 36 Assist and advise the Employer with regard to any matter that may be subject to adjudication, dispute resolution, inquiry or litigation up to delivery certificate of completion.

### Recording in measurement book

- 37 The consultant's Resident Engineer and Field Engineers shall be responsible for verifying contractor's bills by 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 into sections of construction.
- 38 The consultant's Team Leader would monitor the expected project cost based upon the remaining quantities from time to time. His RE and FE shall manage 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 Superintending Engineer and the Project director.
- 39 The consultant's Team Leader would furnish the certificate to the Project Director and the Superintending Engineer 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.
- 40 Following percentage checks of recording of measurement and quality control tests shall be exercised by the officials of the Consultant on compulsory basis:
- (i) All measurement of all items of works will be recorded by Field Engineers of consultant in the Measurement Book as per provisions and rules.
  - (ii) Following percent checks on measurement shall be done by the designated officers as specified below:

– Resident Engineer	100 %
– Quantity surveyor cum contracts specialist	10%
– Team leader/ Deputy Team Leader	10 %
  - (iii) These checks shall be made on the works of each item in the given percentage and should cover all-important items/components of work. In addition the Employer shall also ask its representatives to perform such checks on a regular basis. Although checks of measurements by the Employer 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 the Quantity surveyor cum contracts specialist. But this does not prohibit the Team Leader from checking the measurement of the part already checked by Quantity Surveyor cum Contracts Specialist. However this shall be in addition to the prescribed percentage.

- 1.15 The Consultant firm ensure that the Team Leader/Deputy Team Leader shall update the CMD/ Project Director (Feeder Separation) / Superintending Engineer at MPPKVVCL, Indore at least once in a month to discuss the progress, performance of the team and other issues. Failure to do so will entail a penalty of Rs. 50,000/- for each such failure. Such penalty shall be over and above the penalty mentioned in clause 1.68 under the head “Delay in services” in Section-VI.

### Reporting requirements

- 1.16 **Inception report:** An inception/commencement report along with a construction supervision manual in 5 copies each shall be submitted by the Consultant within 30 days of commencement of services. The commencement report shall contain the details of all meetings held with the Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants’ perception in the management and supervision of the project with detailed situational analysis of the current structure. The report shall also include the master work programme and resource mobilization plan for the project. The primary objective of the supervision manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is not 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 of the Consultant in discharging their duties in a smooth and systematic manner.
- 1.17 The Consultant shall be required to:
- (a) Implement a system for monitoring the progress of work based on computer based project management techniques.
  - (b) Prepare all reporting formats relating to the project, in which the progress of the works, material supply, performance of the contractor etc shall be monitored and getting them approved by the Employer.
  - (c) Certify the achievement of the contractual milestones, and the satisfactory quality of the progress, in line with the progress milestone laid down in the Contract.
  - (d) Track the progress of project execution based on the PERT chart and CPM submitted by the contractor.

- (e) Timely assistance and direction to the contractors in all matters related to interpretation of the Contract document, testing and other matters related to contract compliance and progress of the project.
  - (f) To assist the Employer in initiating action on slow progress and any violation of the Contractors' obligation, if any, as per contract conditions.
- 1.18 The progress reports submitted by the Consultant should clearly indicate the contractor's performance, quality of work, delays, deficiencies, constraints, and the project's financial status, forecasts, and giving recommendation for action.
- 1.19 **Fortnightly physical progress report:** The consultant will submit fortnightly physical progress report on the first day of the 1<sup>st</sup> & 3<sup>rd</sup> week of every month.
- 1.20 **Monthly progress report:** Monthly progress report shall be submitted to the Employer and it shall be brief and concise and provide means of closely monitoring project progress and shall cover the following:
- (a) Main activities undertaken and events for the period under review and progress
  - (b) Report on the activities of the contractor and supervision staff.
  - (c) Monitoring and evaluation of project progress.
  - (d) Project accounts, payments of approved bills, claims, certificates and payment and variation orders.
  - (e) Photographs showing progress of the works.
  - (f) Other issues as may be necessary to provide additional information to the Employer.
- 1.21 Monthly progress Report will be prepared at the end of each calendar month and delivered in the 1<sup>st</sup> week of every month in 3 copies.

- 1.22 **Quarterly progress report with presentation:** A detailed quarterly report in 3 copies shall be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities, illustrated by progress/completion photographs, status of any delays and contractual claims, and details of all latest financial projections. 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 plan and equipment.
- 1.23 **Final report:** A detailed Contract Completion/Final Report in 3 copies is to be submitted to the Employer. The Consultant will prepare a comprehensive final completion report of the construction contract package within 3 months of completion of the work. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawing, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The consultant shall submit the self appraisal report within the prescribed time summarizing the following details:
- (a) Details of Personnel including substitution made during the assignment.
  - (b) Details of variation orders issued.
  - (c) Details of extension of time granted to the Contractor.
  - (d) Details of Quality Assurance System.
  - (e) Quality observed at site by the consultant.
  - (f) Details of claims.
  - (g) Special preventive measures for maintenance suggested by the Consultant.
- 1.24 A Maintenance manual, detailing routine and periodic maintenance tasks that will be required to maintain the completed project shall also have to be prepared and submitted by the Consultant. Draft copies of this manual should be submitted for comments to the Employer within 12 months of commencing services.

- 1.25 The Consultant shall investigate and initiate early action with regard to the delays in the execution of works. The Team Leader of the Consultants' Supervision team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information. The progress reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation.

### **Actions requiring specific approval of the Employer**

- 1.26 The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in the Contract Agreement.
- 1.27 The Engineer will seek prior permission of the Employer before taking any of the following actions
- (a) Consenting to the subcontracting/subletting of any part of the works
  - (b) Certifying additional cost determined
  - (c) Ordering suspension of work
  - (d) Issuing the Notice to commence the work
  - (e) Approve any extension of contractual time limits.
  - (f) Any variations or deviations proposed by the Contractor with financial implications. This shall include variation in work quantities for fixation of rates. ***It shall be limited to the ceiling limit as specified in price & cost variation clause of the work contract.***
  - (g) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of work contract;
  - (h) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price.
  - (i) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

## Staffing

- 1.28 The Consultant will engage the minimum staff as detailed in **Table 4** below. The qualification, experience and task assignment of the staff will be in accordance with Annexure-IV attached herewith.
- 1.29 The same team given in technical proposal will have to be employed on the work.
- 1.30 The period of construction of works contract shall be 18 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 4**.

**Table 4: Supervision Team Composition and Timing**

Sr. No.	Team Composition	Number	Approximate months of input	Remark
1	Team Leader	1	19 months	Required to look after pre & post contractual formalities i.e. (Tendering to completion of defect liability period)
2	Deputy Team Leader	1	19 months	To assist team leader
4	Quantity surveyor and Contracts specialist	1	18 months	To undertake contractual interpretations and record the quantity of material used.
3	Resident Engineer	11	18 months	Required for monitoring works in districts as a whole
4	Field Engineer	47	18 months	Required for monitoring work on individual 11 kV feeders
5	Field Engineers (Survey)	11	5 months	Required for initial period in which field survey shall be conducted.
6	Office Staff	(As required)	(As required)	-

- 1.31 The total implementation period will consist of:
- A survey and construction period of 18 months.
  - One (1) month of all completion activities.
  - A Defect Liability Period of 12 months, as per the arrangement proposed. The site supervision team would be mobilized on the date of actual commencement of works by the contactors as decided by the Employer. During the defect liability period, one Resident Engineer, one Field

Engineer and necessary support staff, both technical and non-technical, shall be required to be available. The office of the Resident Engineer opened at Discom's Head Quarter shall continue to be functional during the Defect liability period.

- 1.32 After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The Employer will not ordinarily consider substitutions during contract implementation except under compelling circumstances (such as death and/or extreme nature of ailment for which Medical Certificate shall be produced from Hospital/Nursing Home). In case of such replacements, the Consultant will ensure that there is a reasonable period and procedure of handover between the staff to be replaced and the replacement wherever feasible/possible.

### **Facilities to be provided by the consultant**

- 1.33 The Consultant shall be required to maintain a Head office for the Team leader in Indore. This office should be easily accessible and located near the head office of the Employer. He shall also be responsible for maintaining one office each for the Resident Engineers at their respective locations. All required furniture, hardware, software, internet/phone connections, office stationary etc shall be provided by the Consultant in this office. The Consultant should bear these costs in mind while preparing his financial proposal *and it shall be met from out of pocket expenses (OPE)*.
- 1.34 In addition, the consultants shall make their own arrangements for transport (Vehicle) at the work project site. The consultant shall compulsorily provide transport facility to team members as below:
- |     |                    |   |                        |
|-----|--------------------|---|------------------------|
| (a) | Team leader        | - | 1 car                  |
| (b) | Deputy Team Leader | - | 1 Jeep each.           |
| (c) | Resident Engineer  | - | 1 Jeep each.           |
| (d) | Field Engineer     | - | 1 Motorcycle for each. |
- 1.35 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.

**ANNEXURE-IV****Qualifying criteria & task assignment for key personnel****Team Leader**

- 1.36 An experienced Electrical Engineer shall be the 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 Consultant's Representative for the Employer and the Employer's representative for the works contractor and shall be overall in charge for the Consultants' Supervision Team for the entire work. **Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request Employer with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of Employer will be necessary before affecting any change.** The headquarters of the Team Leader shall be at Indore and he will keep Superintending Engineer/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:
- (a) Establishment of Site Offices.
  - (b) Assist the Employer with the Review of the Contractors' securities, insurance and safety plans.
  - (c) Scrutiny the Contractors' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Superintending Engineer/Project Director.
  - (d) Assist the Employer/Superintending Engineer in the Interpretation of provisions in the Contract documents and technical specification;
  - (e) Assist the Employer/Superintending Engineer in handing over the site and issuing order to commence the works.
  - (f) Modify and issue of detailed drawings to the Contractor;
  - (g) Approve the working drawings prepared by the Contractor.
  - (h) Regular supervision of works.
  - (i) Evolve and implement quantity and quality Control procedures;
  - (j) Evolve criteria for the acceptance of works;
  - (k) Prepare and issue variation orders after the approval of the Employer;

- (l) Assist Superintending Engineer/Project Director of the Employer in the evaluation of Contractors' claims;
- (m) Verify and certify Contractors' Interim Certificates for approval of the Superintending Engineer.
- (n) Assist in monitoring physical and financial progress of the works;
- (o) Prepare quarterly project budgets and estimates;
- (p) Assist Superintending Engineer/Project Director in conducting monthly progress meetings;
- (q) Complete monthly progress reports and prepare Quarterly Reports;
- (r) Strictly monitor the progress of work for timely completion of the work project;
- (s) Performing completion inspections;
- (t) Verify and Certify Contractors' Statements at completion;
- (u) Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
- (v) Prepare Work Project Completion Report of each work.
- (w) Liaise with the Employer/Superintending Engineer/Project Director in all matter concerning the works;
- (x) Time schedule and management of /team's resources; and
- (y) Advising the Employer and Superintending Engineer/Project Director in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

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

- (a) **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).
- (b) **Membership:** Membership of a recognized Professional Society will be preferable.

- (c) **Experience:** Should have a minimum of twenty (20) years experience of Electrical Engineering works out of which three (3) years should be in the field of Construction of transmission/sub-transmission/distribution systems. He must have supervised similar works projects of aggregate value more than INR 25 Crores for Transmission/Sub-transmission/distribution systems, as Project Engineer/Resident Engineer/Executive Engineer of the Construction Supervision Team. He/She must have supervised erection/augmentation of at-least 40 km of 33 kV or above line, erection/augmentation of at-least two (2) 33/11 kV or above substations and erection/augmentation of 20 km of 11 kV line or installation of 40 distribution transformers,
- (d) The candidate (Team Leader) should have sound health so as to perform his duties for the task assigned to him.
- (e) The Team Leader shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer/Superintending Engineer/Project Director. Team leader shall be the Consultants Authorized Representative and shall interact with **MPPKVCL INDORE** on behalf of the Consultants appointed for the services. Team leader shall be full-time on the job.

### Deputy Team Leader

1.38 An experienced Electrical Engineer shall act as a subordinate of the Team Leader and assist him in discharging his duties. In the absence of the Team leader, the Deputy Team Leader shall act as the Project manager and the overall in-charge of the Consultancy assignment. **Normally replacement of Deputy Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request Employer with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of Employer will be necessary before affecting any change.** The office of the Deputy Team Leader shall be at the same location as that of the Team Leader i.e. at Indore.

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

- (a) **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).
- (b) **Experience:** Should have a minimum of fifteen (15) years experience of Electrical Engineering works out of which three (3) years should be in the field of construction of transmission/sub-transmission/distribution systems. He must have supervised similar electrical works projects of aggregate value more than Rs. 15 Crores for transmission/sub-

transmission/distribution systems, in the capacity of Project Engineer/Resident Engineer/Executive Engineer of the Construction Supervision Team. He/She must have supervised erection/augmentation of at-least 20 km of 33 kV or above line, erection/augmentation of at-least one (1) 33/11 kV or above substations and erection/augmentation of 10 km of 11 kV line or installation of 40 distribution transformers,

- (c) The candidate (Deputy Team Leader) should have sound health so as to perform his duties for the task assigned to him.

### Quantity surveyor cum Contracts specialist

- 1.40 The quantity surveyor should be a Bachelor in Engineering with fifteen (15) years of experience. The age of the Quantity surveyor should not exceed fifty eight (58) years. Experience of administering contracts based on FIDIC conditions of contracts shall be preferred. He must have worked in the capacity of quantity surveyor for a period of more than 8 years and must have worked as quantity surveyor on minimum 2 supervision consultancy assignments for electrical installation works costing more than INR 100 crores.
- 1.41 The Quantity surveyor cum Contracts specialist shall be responsible for assisting the team of Consultants as well as the Contractor in interpreting the clauses of Contracts and resolving difference in interpretations if any. He shall assist the Employer in resolving disputes that may arise between the Employer and the Contractors. He shall be responsible for preparing the IPCs (Interim Payment Certificates) of the works contractor and administrating the works contract.

### Resident Engineer (RE)

- 1.42 One Resident Engineer will be required for a district/group of districts as specified in **Annexure-II**. The candidate should have sound health so as to perform his duties for the task assigned to him. **No replacement of RE will be permissible without prior approval of the Project Director.** The major tasks to be carried out by the RE shall include but not be limited to the following:
- (a) Supervision of works; All Concreting work in 33/11 kV Sub-station, erecting of poles for new 11 kV feeders etc should be done in his or Field Engineers presence only.
- (b) Keep proper records of the Contractors' activities and work progress;
- (c) Ensure that the respective Contractor(s) are properly administered;

- (d) Assist the Team Leader with the review of the Contractors' Work Programme and scheme for the deployment of plant, equipment and machinery;
- (e) Strictly monitor the progress of work for timely completion of the project;
- (f) Supervision, scrutiny, approving the final setting out by the Contractor.
- (g) Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of contractors' method of construction;
- (h) Monitoring Contractors' operations including adherence to safety and environmental requirements;
- (i) Directing field engineers for issuing site instructions;
- (j) Assisting the Team Leader with the preparation of variation orders;
- (k) Maintaining a record set of working drawings;
- (l) Maintaining construction records;
- (m) Assisting the field engineers of MPPKVVCL INDORE for recording of measurements of completed works;
- (n) Assisting the Team Leader with the evaluation of Contractors' Claims;
- (o) Quality control of works including but not limited to verification of alignment of poles, verification of stringing, alignments in Sub-Stations and in all types of lines, inspection of works, acceptance/rejection of the completed works;
- (p) Verification of Contractors' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
- (q) Conducting and keeping record of minutes of the weekly site meetings;
- (r) Preparing monthly Progress Reports;
- (s) Final inspection of works;
- (t) Verification of Contractors' Statements at completion;
- (u) Compilation and verification of "As-Built Drawings"; and

- (v) Preparation of contract Completion Reports.
  - (w) The Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigation measures.
- 1.43 The essential qualification and experience for the Candidate are as under:
- (a) **Education:** Should be a Graduate in Electrical Engineering from a recognized University/Institution with 10 years of experience in power sector or a Diploma holder with 20 years of experience in power sector (higher qualifications and training in Construction Management/ Quality Control of works will be preferable).
  - (b) **Experience:** Should have a minimum 10 years experience of Electrical Engineering Works (20 years for diploma holders) out of which 3 years should be in the field of Construction of Sub-transmission and Distribution System. He must have supervised similar electrical works projects of aggregate value more than Rs. 5 Crores for transmission/sub-transmission/distribution systems, in the capacity of Project Engineer/Resident Engineer/Assistance Resident Engineer of the Construction Supervision Team. He/She must have supervised erection/augmentation of at-least 20 km of 33 kV or above line, erection/augmentation of at-least one (1) 33/11 kV or above substations and erection/augmentation of 10 km of 11 kV line or installation of 20 distribution transformers,

#### **Field Engineer (FE)**

- 1.44 The Field Engineer (FE) shall be responsible to the Team Leaders and the Resident Engineers and their task shall be defined by the Team Leader. However the essential qualification and experience for the candidates are as under:
- (a) **Education:** Should be a Graduate/Diploma in Electrical Engineering from a recognized /University/Institution.
  - (b) **Experience:** Should have a minimum of three (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.
  - (c) 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-V****Activity Schedule**

<b>Sr. No.</b>	<b>Name of task</b>	<b>Time period for completion of task from receipt of intimation from Employer/Contractor</b>
1.	Validation of Contract Agreement and proforma for Bank Guarantee	7 days
2.	Analysis and approval of pert chart	7 days
3.	Scrutiny and checking of vendors documents with drawings and GTP as per TS	7 days
4.	Feeder-wise approval of survey including all documents and finalization of BOQ	7 days
5.	Inspection of material at site store	3 days
6.	Recording of measurement and bill approval	15 days
7.	Feeder-wise submission of closure report (physical and financial)	Within one month of operational acceptance

# **Section – V**

## **Section V: Technical proposal - Standard Forms**

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule
- TECH-9 Summary of Information on Proposed Experts

## Form TECH-1: Technical Proposal Submission Form

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[Location, Date]

To:

Chairman & Managing Director,  
M.P.P.K.V.V.CO.LTD Indore.

Dear Sir,

We, the undersigned, offer to provide **Consultancy Services for Supervision of Feeder Separation in Villages under the jurisdiction of MPPKVVCL INDORE** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each joint venture partner]<sup>1</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_

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<sup>1</sup> [Delete in case no association is foreseen.]

**FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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**A – Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of the Consultant and if applicable, each joint venture partner for this assignment.]*

## B – Consultant’s Experience

*[Using the format below, provide information on each assignment for which your firm, and each joint venture partner for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture, for carrying out consulting services similar to the ones requested under this assignment. Use a maximum of 20 pages.]*

Assignment name:	Approx. value of the contract (in Indian rupees):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Indian rupees):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional person-months provided by the joint venture partners:
Name of joint venture partner if any:	Name of senior regular full time employees <sup>2</sup> of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

<sup>2</sup> Regular full-time employee as defined in para 3.6 of Section 2.

Note:

1. Details on experience must be submitted only for such assignments which the firm has completed during the last 5 years.
2. For the Purpose of evaluation only such experience of the consulting firm shall be considered which is supported by a certificate from the Principal Employer of having successfully completed the assignment.

Description of actual services provided in the assignment:

**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE**

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*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Personnel,

**a) Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**b) Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

**c) Organization and Personnel:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture. For joint ventures, you must attach a copy of the joint venture agreement.

**FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS**

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<b>Experts Name</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

## FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

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1. **Proposed Position** *[only one candidate shall be nominated for each position]*: \_\_\_\_\_
  
2. **Name of Firm** *[Insert name of firm proposing the expert]*: \_\_\_\_\_  
 \_\_\_\_\_
  
3. **Name of Expert** *[Insert full name]*: \_\_\_\_\_
  
4. **Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_
  
5. **Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*: \_\_\_\_\_  
 \_\_\_\_\_
  
6. **Membership of Professional Associations:** \_\_\_\_\_  
 \_\_\_\_\_
  
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]*: \_\_\_\_\_  
 \_\_\_\_\_
  
8. **Countries of Work Experience:** *[List countries where expert has worked in the last ten years]*: \_\_\_\_\_  
 \_\_\_\_\_
  
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: \_\_\_\_\_  
 \_\_\_\_\_
  
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*:  
 From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Positions held: \_\_\_\_\_

<b>11. Other information</b>	
Membership of a recognised society/institution	
Details of experience of similar position in supervision projects in electrical installation works in last 5 years (Please specify the no. of years of experience)	
Details of experience of handling erection of 33 kV or above line (please mention the line length in km.)	
Details of experience of handling erection of 33/11 kV or above substations (please specify the no. of sub-station)	
Details of experience of handling erection of 11 kV line with details of line length or installation of distribution transformers (please specify the line length in km.)	
Aggregate value (please insert in INR) of project supervised during the last five (5) years for Transmission/Sub-transmission/distribution systems, as Project Engineer/Resident Engineer/Executive Engineer (as the case may be) of the construction supervision team	
Details of works in two (2) or more supervision contracts as quantity surveyor cum contracts specialist in last five years (please specify the no. of supervision contracts)	
Details of works as quantity surveyor cum contracts specialist in power sector projects in last five years (this should be in addition to above) (Please insert the value of works contract)	
Details of work as quantity surveyor cum contracts specialist in ADB/World Bank/USAID/ REC/ PFC / Central or state Govt. funded projects in last ten years	

<b>12. Detailed Tasks Assigned</b>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>
<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

**13. Certification:**

I, the undersigned, certify to the best of my knowledge and belief–

(i) this CV correctly describes my qualifications and my experience

(ii) I am not employed by the Executing /Implementing Agency

(iii) I am/am not<sup>3</sup> in regular full-time employment with the Consultant.

(iv) I shall be laible to work as a full time dedicated employee of the firm for this project.

(v) that I have not submitted/authorised to submit my CV for any other position and / or for any other consulting firm under this project including consulting assignment under other two Discoms of M.P.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert and authorized representative of the firm]*<sup>4</sup> Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

Full name of Expert : \_\_\_\_\_



3 Please select. See definition of regular full-time employee para. 3.6 of Section 2.

4 The CV must be signed by the Expert and the authorised representative of the firm as per Clasue No. 3.5(e), Section-2 by the Consultants.

### FORM TECH-7: PERSONNEL SCHEDULE<sup>1</sup>

N°	Name of Expert /Position	Expert input (in the form of a bar chart) <sup>2</sup>												Total person-month input	
		1	2	3	4	5	6	7	8	9	10	11	12		N
1															
2															
n															
												<b>Subtotal</b>			
												<b>Total</b>			

- 1 For experts the input should be indicated by category (e.g.: Team leader, qty surveyor cum contracts specialist etc.).  
 2 Months are counted from the start of the assignment.

 Full time input  
 Part time input

**FORM TECH-8: WORK SCHEDULE**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



## **Section 5: Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.8 to 3.11 of Section 2. Forms FIN-1 and FIN-2 are to be used by the bidder for submission of their financial proposal.

FIN-1      Financial Proposal Submission Form

FIN-2      Price schedule

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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[Location, Date]

To:

Chairman & Managing Director  
Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Co. Ltd.  
GPH Compound, Polo Ground, Indore

Dear Sir,

We, the undersigned, offer to provide Consulting Services for supervision of **Feeder separation work in villages under the jurisdiction of MPPKVCL INDORE** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.14 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_

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<sup>1</sup> Amounts must coincide with the ones indicated under “**Grand total**” in Table-D of FIN-2.

## FIN – 2: PRICE SCHEDULE

### A. REMUNERATION FOR KEY PROFESSIONAL STAFF

Experts Name & Position	No. of persons required	Unit rate In- <b>INR</b>	Man months to be considered for evaluation	Total
<b>Key Personnel</b>				
Team leader	1		19	
Deputy Team Leader	1		19	
Quantity surveyor cum Contract Specialist	1		18	
Resident Engineer	11		198	

### B. REMUNERATION FOR OTHER SUPPORT PROFESSIONAL STAFF

Experts Name & Position	No. of persons required	Unit rate in <b>INR</b>	Man months to be considered for evaluation	Total
<b>Support Staff</b>				
Field Engineer	47		846	
Additional Field Engineers during survey	11		55	
Support staff for the offices of the team leader and the resident Engineers like accountants/clerks/computer operators/office boys etc.		Lump-Sum		

### C. OTHER REIMBURSHABLE INCIDENTAL EXPENSES

Item	Unit	Qty	Unit rate	Amount
Car rental	Vehicle months	19		
Jeep rental	Vehicle months	217		
Two wheeler rental	Vehicle months	901		
Office space (TL Office)	Months	19		
Office space (RE Offices)	Months	126		
Office furnishing including furniture, printer, computers, photocopiers and other necessary equipments (TL and REs offices)			LS	
Recurring expenses for TL office such as Office supplies and stationary, telephone, fax, courier, reports, documentation, photo copying, printing etc	Months	19		
Recurring expenses for REs office such as Office supplies and stationary, telephone, fax, courier, reports,	Months	126		

documentation, photo copying, printing etc				
--	--	--	--	--

**D. GRAND TOTAL**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (in INR)</b>	<b>Amount in word</b>
<b>A.</b>	Remuneration for key professional staff		
<b>B.</b>	Remuneration for other support professional staff		
<b>C.</b>	Other reimbursable incidental expenses		
<b>GRAND TOTAL</b>			

Note:

1. The per diem rates including the cost of housing for the all the staff shall be included in the remuneration and shall not be payable separately.
2. The items shown in the above table are indicative and describe the minimum requirement. If a consultant feels that other expenses should be included, he may do so by quoting the rate for the same.
3. The number of person/vehicle months shown in the quantity column is the minimum required for the project. If the Consultant feels that more persons/vehicles are required, he may quote so. However, if a consultant quotes less than the scale shown in quantity column, the rates quoted shall be multiplied by the minimum quantities shown above for arriving at final aggregated quote, for the evaluation purpose
4. The unit rate in INR quoted by the consultant shall be inclusive of all taxes, duties, cess, etc. excluding service tax. The service tax with surcharge shall be reimbursable on actual basis.

# Section – VI

# GENERAL CONDITIONS OF CONTRACT

## General Provisions

### Definition

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
  - (b) “Currency” means Indian Rupees;
  - (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in such signed Contract;
  - (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 1.13;
  - (e) “GC” means these General Conditions of Contract;
  - (f) “Government” means the Government of Madhya Pradesh or the Government of India as the case may be;
  - (g) “Member”, in case the Consultants consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
  - (h) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
  - (i) “Personnel” means persons hired by the Consultants as Employees and assigned to the performance of the Services or any part thereof;
  - (j) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
  - (k) “Services” means the work to be performed by the consultant, as described in Appendix A hereto;
  - (l) “Third Party” means any person or entity other than the Government, the Employer or the Consultant.

**Relation between the parties**

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

**Law governing Contract**

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

**Language**

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

**Headings**

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

**Notices**

- 1.6 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.7 Notice will be deemed to be effective as specified in the SC.
- 1.8 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.7.

**Location**

- 1.9 The Services shall be performed at such locations as are specified in Appendix A hereto and where the location of a particular task is not so specified, at such locations as the Employer may approve.

**Authority of Member in Charge**

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

**Authorized representatives**

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

**Taxes and duties**

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

**Commencement, completion, modification and termination of contract  
Effectiveness of Contract**

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

**Termination of Contract for failure to become effective**

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

**Commencement of services**

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

**Expiration of Contract**

- 1.16 Unless terminated earlier pursuant to Clauses GC 1.28 to 1.29 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

**Entire agreement**

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

**Force Majeure****Definition**

1.18 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

1.19 Force Majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of Consultant or his employees, nor
- (b) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

**No breach of Contract**

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

**Measures to be taken**

1.22 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.

- 1.23 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.
- 1.24 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **Extension of time**

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

### **Consultation**

- 1.26 Not later than thirty (30) days after the Consultants, as a 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.

### **Suspension**

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

### **Termination**

#### **By the Employer**

- 1.28 The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 1.28, terminate this Contract:
- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 1.27 hereinabove, within thirty (30) days of receipt of such

notice of suspension or within such further period as the Employer may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of dispute resolution pursuant to Clause GC 1.61 and 1.62 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, 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 Employer of the benefits of free and open competition.

### **By the Consultants**

1.29 The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 1.29, terminate this Contract:

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GC 1.61 and 1.62 thereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of dispute resolution pursuant to Clause GC 1.61 and 1.62 thereof.

### **Cessation of rights and obligations**

- 1.30 Upon termination of this Contract pursuant to Clauses GC 1.14, GC 1.28 or GC 1.29 hereof, or upon expiration of this Contract pursuant to Clause GC 1.16 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in Clause GC 1.40 hereof;
  - (c) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 1.44 hereof; and
  - (d) any right which a Party may have under the Applicable Law.

### **Cessation of Services**

- 1.31 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 1.28 or GC 1.29 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 Employer, the Consultants shall proceed as provided, respectively, by Clauses GC 1.46 hereof.

### **Payment upon Termination**

- 1.32 Upon termination of this Contract pursuant to Clauses GC 1.28 or GC 1.29 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (a) remuneration pursuant to Clause GC 1.55 to GC 1.58 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of GC 1.29 hereof, reimbursement of any reasonable cost (not exceeding 5% of the contracted price), incidental to the prompt and orderly termination of the Contract.

### **Disputes about Events of Termination**

- 1.33 If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 1.28 or in paragraphs (a) through (d) of Clause GC 1.29 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution pursuant to Clause GC 1.61 and 1.62 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award.

## **Obligation of the Consultants**

### **General**

#### **Standard of Performance**

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

#### **Laws Governing Services**

- 1.35 The Consultants shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel of the Consultant comply with the Applicable Law.

### **Conflict of Interests**

#### **Consultants not to benefit from commissions, discounts, etc**

- 1.36 The Remuneration of the Consultants pursuant to Clause GC 1.55 to GC 1.58 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 1.37 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder and the Consultants shall use their best efforts to ensure that any of their Personnel and agents, similarly shall not receive any such additional remuneration.

**Procurement Rules of Funding Agencies**

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

**Consultants and affiliates not to engage in certain activities**

- 1.38 The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**Prohibition of Conflicting Activities**

- 1.39 The Consultants shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
  - (b) After the termination of this Contract, such other activities as may be specified in the SC.

**Confidentiality**

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

**Liability of the Consultants**

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

**Insurance to be taken out by the Consultants**

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

**Responsibility of Consultant for actions of its personnel**

- 1.43 The Consultant shall be fully liable for the performance of Services by its personnel pursuant to this Contract.

**Accounting, inspection and auditing**

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

**Reporting Obligations**

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

**Documents Prepared by the Consultants to Be the Property of the Employer**

- 1.46 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this Contract shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, 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.

**Consultants' Personnel****General**

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

### **Description of Personnel**

- 1.48 The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any adjustments are required in the period of engagement of key personnel, the same shall be made only after prior approval of the Employer and shall be limited to 10% or one week, whichever is larger, of the estimated period of engagement of the personnel provided in Appendix-C.
- 1.49 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants.

### **Approval of Personnel**

- 1.50 The Consultants shall submit to the Employer for review and approval a copy of their biographical data and a copy of a satisfactory medical certificate in the form attached hereto as Appendix F. If the Employer does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

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

- 1.51 Except as the Employer 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.
- 1.52 If the Employer finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- 1.53 Any of the personnel provided as a replacement under Clauses 1.51 and 1.52 above, the rate of remuneration applicable to such person the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree:
- (a) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
  - (b) the remuneration to be paid for first 10% of the key Personnel provided as a replacement shall be equal to the remuneration which would have been payable to the key personnel replaced. However for the next 15% key

personnel provided as replacement, the remuneration payable shall be 90% of the remuneration which would have been payable to the key personnel replaced. In case of replacement beyond 25% of the total of key personnel, the Employer may initiate action for termination/debarment of such consultants for future projects of Employer and invoke the performance Security.

### **Availability of Team Leader**

1.54 The Consultants shall ensure that at all times during the Consultants' performance of the Services a Team leader or a Deputy Team Leader on his behalf, acceptable to the Employer, shall take charge of the performance of such Services.

### **Payments to the Consultants**

#### **Remuneration**

1.55 The Employer shall pay to the Consultants remuneration as per the Financial proposal submitted by the Consultant. If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

1.56 Such remuneration shall be subjected to deduction of liquidated damages as specified in the Terms of Reference of this contract.

#### **Currency of Payment**

1.57 The payments shall be made only in Indian Rupee.

#### **Mode of Billing and Payment**

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

- (a) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clause GC 1.55 and this clause GC 1.58 for such month.
- (b) The Employer shall cause the payment of the Consultants periodically as given in schedule of payment above within forty five (45) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.

- (c) 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 Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- (d) All payments under this Contract shall be made to the account of the Consultants.
- (e) **Payment during defect liability period:** During the defect liability period, the Consultant shall be made the payments based on the actual manpower required to be deployed by him as per the unit rates quoted in the Financial proposal (FIN-2). In addition, other incidental expenses shall be reimbursable in accordance with the entitlement of the professionals as per price schedule. For the purpose of calculating the monthly payments against "Support Staff" in the office of the Resident Engineer, the lumpsum amount quoted by the bidder in the Financial bid (FIN-2) shall be divided by the total number of office months for the team leader's office and all the resident engineers' offices.

## **Fairness and Good Faith**

### **Good Faith**

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

## **Operation of the Contract**

- 1.60 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to dispute resolution in accordance with Clause GC 1.61 and 1.62 hereof.

## **Settlement of Disputes**

### **Amicable Settlement**

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

### **Dispute Settlement**

- 1.62 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC. The dispute shall be settled as per the provision of Madhya Pradesh Madhyastha Adhikaran Adhiniyam, 1983 and as amended to date.

## **Performance security**

- 1.63 The amount of security deposit shall be 10% of the estimated consultancy fee. Consultant shall be required to submit within thirty (30) days a Performance security in the form of an unconditional and irrevocable Bank Guarantee for Rs..... as per the prescribed Form the amount.
- 1.64 The validity of the Bank Guarantee(s) shall cover entire duration of consultancy period and Default Liability period plus 3 months. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment.
- 1.65 Failure of the successful Bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his EMD, in which event the MPPKVCL INDORE may make the award to the next lowest evaluated Consultant or call for new proposals.

## **Penalties**

- 1.66 The Consultant shall be liable to pay penalties/liquidated damages in the following conditions:

### **Delay in services**

- 1.67 In the event of delay in grant of any time extension, the Employer shall pay the same rates on pro-rata basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by Consultant upon advice by (MPPKVCL INDORE) with no extra cost to the Employer.
- 1.68 For delay in according approvals by the Consultant as per the requirement mentioned in "Annexure-V" of the detailed terms of reference, a penalty @ 0.01% of the contract sum, per day of delay, may be imposed on the consultant by the Employer subject to a maximum penalty of 5% of the contract sum on this account.

### **Deficiency in services**

- 1.69 Deficiencies in the services on part of supervision consultants may attract penal provisions in the form of fines, up-to a maximum amount of 5% of contract price and/or debarment etc. by the Employer. Sample deficiencies may includes:
- (a) Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates etc.
  - (b) Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.
  - (c) Failure to give proper and timely advice to Employer/contractor to enable correction during execution
  - (d) Delay in design and withholding approvals etc
  - (e) Recommending extension to the contractor with a view to extending duration of supervision services
  - (f) Refusing to give reasons for decisions when called for by the Employer
  - (g) Not being fully conversant with manuals, specifications, standards, Employer's/Ministry's guidelines and requirement of the project to be followed during construction
  - (h) Certifying substandard work for payment
  - (i) Not exercising required scrutiny/non approval of temporary stretch/works
  - (j) Lack of proper coordination with contractors and Project Manager/Employer's representative to ensure smooth implementation of projects
  - (k) Permitting subletting of any part/major works without authorization

- (l) Delay in mobilization of required staff at any stage of the contract.
- 1.70 If during inspection by an official of the Consultant or the Employer or officers deputed by the Employer, it is found that the Field Engineer/Resident Engineer has allowed sub-standard work (whether paid or not) and/or has also approved the same for bill payment by the Employer, the salary of the official of the Consultant who supervised and approved the work, for the number of days for which he/she supervised the work, shall also be deducted from the invoice of the Consultant. However consultants will not be discharged of his responsibility to get the defects rectified by the contractor.

#### **Unauthorized absence/replacement of personnel**

- 1.71 The consultant is required to provide the Key Personnel with qualification and experience as submitted in his proposal. The same 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.
- 1.73 If services of required staff are not made available at proper time and in the specified number, a deduction of 25% of the daily remuneration (calculated based on the number of working days in the year) of the personnel in addition to their day's salary shall be deducted per day for every personnel found short of requirement.
- 1.74 In addition action under other clauses of the contract which may ultimately result in the termination of the contract may be taken.

#### **Total penalty**

- 1.75 In any cases, the total penalty imposed/liquidated damages recovered from the Consultant shall not exceed 5% of the total Contract value.

#### **Time extension of Consultant**

- 1.76 If the completion of works is delayed *on default* by the Contractor beyond the *actual completion* period of work contract and the Consultant is required to continue to provide services of supervision for such works, his term shall automatically be extended by such period as decided or till completion of the works as may be deemed necessary by the Employer. In such cases the Consultant shall be given an increase of 7% on all the remuneration that were agreed upon for the contract as per the financial proposal of the Consultant. This increase shall remain valid for 12 months from the date of extension. Bank Guarantee(s) towards performance security shall be suitably extended by Consultant with no extra cost to the Employer.

# **Section – VII**

## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The language is: English
1.6	<p>The addresses are: Employer: <b>Project Director (Feeder Separation)</b> MP PASCHIM KSHETRA Vidyut Vitaran Co. Ltd. GPH Compound, Polo Ground Indore. (Phone: . 0731 -2423141/2421662, FAX NO.0731-2423300</p> <p>Consultants: -----</p>
1.7	<p>Notice will be deemed to be effective as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of personal delivery or registered mail/ courier, on delivery;</li> <li>(b) in the case of telegrams, 24 hours following confirmed transmission; and</li> <li>(c) in the case of facsimiles, 24 hours following confirmed transmission.</li> </ul>
1.10	<p>The member in Charge is: .....</p> <p><i>(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6 should be inserted here. If the Consultants consist of one entity, this Clause 1.10 should be deleted from the SC)</i></p>
1.11	<p>For the Employer:</p> <p><b>Project Director (Feeder Separation)</b> MP PASCHIM KSHETRA Vidyut Vitaran Co. Ltd. GPH Compound, Polo Ground Indore. (Phone: . 0731 -2423141/2421662, FAX NO.0731-2423300</p> <p>For the Consultant:</p> <p>Authorized representative of the firm/JV to whom power of attorney has been delegated on non-judicial stamp paper.</p>
1.12	<p>The Consultants and the Personnel shall pay all the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However service tax including surcharge thereon shall be reimbursable.</p>
1.13	<p>The effective date of the contract shall start after one month from the date of signing the agreement between both the parties.</p>
1.15	<p>The consultant shall begin carrying out the services in</p>

	conjunction with the commencement of works contract for each lot of the district separately as has been indicated in <b>Annexure – I of Section – III</b> within fifteen (15) days from the date of intimation given in writing by the employer.
<b>1.41</b>	<p>(a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:-</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>
<b>1.42</b>	<p>The risks and the coverage shall be as follows:-</p> <p>(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.</p> <p>(c) Professional liability insurance as per 1.40 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.</p>
<b>1.46</b>	The Consultants shall not use these documents for purposes

	not related to this Contract without the prior written approval of the Employer.
<b>1.55</b>	Payments for remuneration made in accordance with Clause GC 1.55 shall be adjusted as follows: “Remuneration of employed personnel pursuant to the rates set forth in the Appendix D. No provisions have been made for price adjustment.”
<b>1.62</b>	Disputes shall be settled in accordance with the provisions of Madhya Pradesh Madhyastha Adhikaran Adhinyam, 1983 and as amended up to date.

# Section – VIII

**CONTRACT FOR CONSULTANTS' SERVICES**

**Time-Based**

between

**Madhya Pradesh Paschim Kshetra Vidyut Vitaran  
Company Ltd.**

and

[name of the Consultant]

Dated:

## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.** (hereinafter called the "Employer") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter collectively called the "Consultant").]*

#### WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Personnel Schedule
    - Appendix D: Cost Estimates
    - Appendix E: Services, Facilities and Equipment to be provided by the Employer
    - Appendix F: Medical Fitness Certificate
    - Appendix G: Proforma for Bank Guarantee
2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
  - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract;

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

For and on behalf of

***Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd***

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

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*[Authorized Representative]*

***[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]***

For and on behalf of the Consultant

*[name of Joint Venture Partner]*

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*[Authorized Representative]*

*[name of Joint Venture Partner]*

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*[Authorized Representative]*

## **IV. Appendices**

### **Appendix A – Description of Services**

*Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### **Appendix B – Reporting Requirements**

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **Appendix C – Personnel Schedule**

*Note: This appendix shall include the schedule of posting the personnel for managing the project, as has been shall be mutually agreed upon by the Consultants and the Employer shall be pasted.*

### **Appendix D – Cost Estimates**

### **Appendix E: Services, Facilities and Equipment to be Provided by the Employer**

### **Appendix F - Medical Fitness Certificate**

*Note: The form of Medical Certificate as required under the. rules of Govt. of India*

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

To

The Chairman & Managing Director,  
 Madhya Pradesh PASCHIM KSHETRA Vidyut Vitaran Company Ltd.  
 GPH Compound, Polo Ground  
 Indore

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

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

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of \_\_\_\_\_ [amount of Guarantee]<sup>2</sup> \_\_\_\_\_ [in words], such sum being

payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. **We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ (insert amount in words)) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease. This guarantee shall be valid until 365 days after the date of issue of the Defects Liability Certificate.**

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

Name and Designation \_\_\_\_\_ 1. \_\_\_\_\_ (Name,  
Signature & Occupation)

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_ 2. \_\_\_\_\_ (Name  
& Occupation)

Date \_\_\_\_\_

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