

**OFFICE OF THE CMD (WEST ZONE)
M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.
G.P.H. Compound, Pologround, Indore**



Tender Specification No.CMD/WZ/06/PUR/420,
Due for opening on: - 10.03.2010 AT 3.30 P.M.

**Pre Dispatch Inspection of Material
and their
Quality Assurance**

Issued by:

The Chief Engineer (Corp. Office -Pur)

O/o CMD (West Zone),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (M.P.)

EPABX No.: 0731-2423577, 2422544, 2423263, 2422045 Extn. 151, 203 Fax No. 0731 2423300.


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BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Pre Dispatch Inspection of Material and their Quality Assurance
Tender Specification number	CMD/WZ/06/PUR/420
Date of Sale of Tender documents	From 15.02.2010 to 10.03.2010 up to 12:00 Noon
Last Date of Bid Submission (Date & Time)	10.03.2010 up to 3:00 PM
Due Date of Opening	10.03.2010 at 3.30 PM
Contract Period	2 years from the placement of order which is extendable for further one year
EMD to be Deposited	Rs. 2.00 Lacs
Cost of Tender Documents	Rs. 5,000/- (plus Rs 300/- extra if desired by post)

TENDER NOTICE

		M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD., GPH COMPOUND, POLOGROUND, INDORE (EPABX Ph. No: 0731-2422045, 2423263, 2422544, Extn. 144, 151 & 203 Fax No: 2423300)				
No. CMD/WZ/06/PUR/2297			Indore, dated: 06.02.2010			
<u>NOTICE INVITING TENDERS</u>						
Sealed tenders are invited for following items by the dates indicated here under: -						
Sr. No.	T.S. No. CMD/WZ/06/PUR/	Name of Item / work	Approx. quantity	EMD (Rs.)	Tender Fee (Rs.)	Last date for submission up to 3:00 PM & opening at 3:30 PM
1	417	Outsourcing of LT bill printing for Indore & Ujjain regions.	30 Lacs bills per month	50,000	5,000/-	03.03.2010
2	420	Service of pre dispatch inspection of material and their quality assurance.	Inspection of material worth Rs. 500 Cr.	2.0 Lacs	5,000/-	10.03.2010
<p>Note: - Full details of technical specifications, qualifying criteria, are available on our website- www.mppkvvcl.org. The tender documents must be purchased from the Chief Engineer (Corporate Office), O/o CMD (WZ), M.P.P.K.V.V.Co.Ltd., G.P.H. Compound, Polo-ground, Indore from dated 08.02.2010 for Sr. No. 1 & 15.02.2010 for Sr. No. 2, on payment of non refundable tender fees as specified against the respective tenders, between 11.00 Hrs. to 17.00 Hrs. on all working days. Further, if required by post Rs. 300/- shall be payable extra. The last date of selling of tender documents shall be 12:00 Noon on due date of opening of respective tenders. The tender document downloaded from website will not be entertained. In case of any ambiguity, the terms & condition mentioned in the tender document will be final. The payment towards EMD / Cost of Bidding Document shall be made by crossed Demand Draft in favour of M.P.P.K.V.V.Co.Ltd., Indore payable at Indore. Cheque / Cash / Postal orders will not be accepted.</p> <p>Pre bid meeting for TS-417 "Outsourcing of LT bill printing for Indore & Ujjain regions" shall be held on 15.02.2010 in O/o CE (Corporate Office-Pur).</p> <p>www.mppkvvcl.org //Save Electricity// CE (Corp. Office-Pur)</p>						

**OFFICE OF THE CMD (WEST ZONE) M.P.P.K.V.V.C.L.
G.P.H. COMPOUND POLOGROUND INDORE**

Postal Order/Demand Draft No.....

Tender issued to M/s
.....

TENDER FORM

The undersigned hereby tender and offer (subject to the conditions of this tender document) to the **M.P. Paschim Kshetra Vidyut Vitaran Company Ltd., Indore** to execute the works which are included/described/ referred; or may be reasonably inferred to be included/ described / referred; to in the tender document no.CMD/WZ/06/PUR/420 dated 06.02.2010 and its enclosure/ schedules/ annexure etc, for the sums and at the rates sets out in Schedule –I annexed hereto.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith. If the questionnaire is not answered in full, the answer to various questions may be taken so as to be advantageous to the Company.

We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document and in any subsequent communication from MPPKVVCL in this regard (if any). Our technical proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communication from MPPKVVCL in this regard (if any).

The information submitted in our offer is complete and is correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer.

Date the Day of.....

TENDERER'S SIGNATURE
(With Seal)

Tenderers Address: -
.....
.....

LETTER OF INVITATION

SUBJECT :

Pre-dispatch Inspection and Quality Control Services for materials and equipments being procured for construction/ maintenance/ renovation of various electrical installations under the jurisdiction of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore.

1 INTRODUCTION:-

- 1.1 Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd. Indore, hereinafter mentioned as MPPKVCL INDORE, who would be the employer (client), is a company fully owned by Government of M.P. and Registered under the Company's Act 1956 with Registrar of Companies, Gwalior having it's registered office at GPH Compound, Polo ground, Indore.
- 1.2 MPPKVCL INDORE is engaged in Sale and Distribution of Electrical Energy in 14 Districts of Madhya Pradesh namely Indore, Khandwa, Khargone, Burhanpur, Dhar, Jhabua, Alirajpur, Rajgarh, Ujjain, Dewas, Shajapur, Ratlam, Mandsaur, Neemuch. For ensuring quality supply and to reduce technical losses a massive programme has been taken up for up-gradation, development and Renovation/Maintenance of the Sub-Transmission and Distribution system.
- 1.3 You are invited to submit technical and financial offers for consulting services required for the assignment as detailed in *Annexure I - Terms of Reference (TOR) / Scope of work*.
- 1.4 To obtain first hand information of the assignment and local conditions, you are requested to pay visit to the Company's Head Office and Contact the Chief Engineer (Corp. Office-Pur) of the Company.
- 1.5 The particulars of the proposed work given are provisional and must be considered only as advance information to assist the applicant. Enhancement or Curtailment in the quantum of the work will not vitiate the contract
- 1.6 Joint Venture or Consortium will not be entertained.
- 1.7 Please note the following:
 - 1.7.1 Cost of preparing the proposal including visits to the Client and the field are not reimbursable as a direct cost of the assignment.
 - 1.7.2 Client is not bound to accept any of the proposals submitted.

1.8 The proposals must be properly signed as detailed below:

1.8.1 By the proprietor in case of a proprietary firm.

1.8.2 By the partner holding Power of Attorney, in case of a firm in partnership. (A certified copy of the Power of Attorney shall accompany the proposal).

1.8.3 By a duly authorized person holding the Power of Attorney in case of a limited company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).

2 **DOCUMENTS:-**

2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the *Appendix-I – Information of Bidder*.

2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by issuing an amendment. The amendment will be notified in writing or tele-fax to all the invited Consulting firms and will be binding on them. The Client may at his discretion extend the deadline for submission of the proposals.

3 **PREPARATION OF THE PROPOSAL :-**

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

3.1 **Technical Proposal**

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

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

- (i) Total assignment period is indicated in the *Terms of Reference (TOR) / Scope of work (Annexure-1)*. You should feel free to make your own assessment considering the requirement of the work out put as per the requirement of the TOR, including your assessment of the support personnel both technical and administrative and submit your proposals accordingly. However consultant will have to deploy minimum number of key persons as indicated in *Para 5 (Table)* of TOR. The consultant shall have the complete responsibility for the timely completion of works and no additional fee on any account shall be paid for.

- (ii) Notwithstanding anything contained in sub-para (i) above, field staff may be reduced or enhanced in consultation with Chief Engineer (Corp. Office-Pur), depending upon quantum of work.
- (iii) Majority of key professional staff proposed may preferably be permanent or regular employees of the firm.
- (iv) No alternative key professional staff may be proposed and only one C.V. may be submitted for each position.
- (v) The availability of key personnel must be ensured at site during the execution of the work as per schedule.
- (vi) A good working knowledge of English and Hindi language is essential for the key professional staff on this assignment.
- (vii) All reports must be in the English language.
- (viii) Past performance of the consultant in the related field will be accounted for. Unsatisfactory performance may render the consultant disqualified from participating in financial bidding.

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

- (i) Firm's organization, structure, relevant experience (including details of the previous experience) and financial status in the enclosed *Appendix-I (Information of Bidder)*.
- (ii) Description of methodology and work plan for performance of assignment.
- (iii) The general description of qualification, experience and tasks to be performed by the various experts are given in **Annexure – 2**. The tasks to be assigned to each member of the proposed team should conform to but not be limited to the generalized tasks given in **Annexure – 2**. The Consultant should take into account the various stipulations in the *Terms of Reference* and assign tasks to individual members of the team.
- (iv) **Curriculum Vitae (C.V.) recently signed with date by the proposed key professional staff and also an authorized official of the firm.** The key information shall be as per the format given in **Annexure-3**.

3.2 FINANCIAL PROPOSAL

- 3.2.1 The financial bid shall be in the form of per cent of estimated cost of materials basis, inclusive of ***all the overhead expenses and taxes (except Service Tax & education cess on such service tax)***. The service tax and education-cess on such service tax shall be payable extra (over and above the rates quoted in the financial bid), at the applicable rates time to time, on production of documentary evidence.
- 3.2.2 The payment for the Services shall be made on monthly basis i.e. bill for the month shall be submitted in the subsequent month, to the authority directing inspections, for the materials inspections done and accepted by the MPPKVVCL Indore. The inspection shall be treated as completed only when the Consultant's personnel have submitted all reports relating to the said inspection as per scope of

the services and as mentioned in TOR. The amount as per the statutory requirement and/or as provided in the contract award, shall be deducted from the bill of consultant.

- 3.2.3 Financial proposals will include all costs for providing services as per TOR (i.e. staff costs, full furnished office accommodation, transportation, equipment, vehicles, communication facilities etc.).The format for the financial proposal is given in Annexure-4. The expected inputs and the minimum requirements/standards to be maintained is given in the above mentioned Annexure.
- 3.2.4 The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the assignment.
- 3.2.5 The financial proposals shall take into account the cost of insurance and tax liability (except Service Tax and Cess on such Service Tax), if any, specified in the tender documents. The service tax (and Cess on such Service Tax) would be payable extra at the applicable rates, over and above the rates quoted in the financial proposal.

4 SUBMISSION OF PROPOSALS :-

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

The Chief Engineer (Corp. Office-Pur)
M.P. Paschim Kshetra Vidyut Vitran Co. Ltd.,
G.P.H. Compound, Polo Ground,
Indore – 452003 (M.P.)

- 4.6 Your completed Technical and Financial proposal must be delivered on or before the time and date mentioned in the Notice Inviting Offers.
- 4.7 Your proposal must be valid for 120 days.
- 4.8 The Consultant must submit Earnest Money for an amount as shown in NIT. The Earnest Money shall be in the form of Demand Draft/Banker's cheque drawn in favour of Sr. Accounts Officer, MPPKVVCL, Indore on any scheduled commercial bank situated at Indore and should be the member of clearing house at Indore. The Bidder can also deposit the amount of Earnest Money in cash with the Sr. Accounts Officer, MPPKVVCL, Indore. The Bidder will submit the cash receipt/proof of deposit along with the offer in the envelop for Earnest Money.
- 4.9 The proposal/s not accompanied by proper Earnest Money, will not be opened and shall be returned unopened.
- 4.10 Earnest Money of unsuccessful bidder's would be returned as soon as possible after award of contract placed to the successful bidder.
- 4.11 The Earnest Money of the successful consultants will be discharged / adjusted when consultant has signed the agreement and furnished the required performance security.
- 4.12 The Earnest Money may be forfeited
- (i) If the consultant withdraws the offer after submission, during the period of tender validity.
 - (ii) In the case of a successful consultant, if the consultant fails within the specified time limit to sign the agreement & furnish required performance security.

5 VALIDITY PERIOD:-

Validity Period of the proposal shall be for a minimum period of 120 days from the date of opening of the bid.

6 EVALUATION CRITERIA:

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

6.1 Minimum Eligibility Requirement.

- (i) The Bidder should have experience in Technical Inspections of the material generally used in Sub-transmission and Distribution System, or similar type of material for at least three years. (Certificates from owner with detailed list to be enclosed).

- (ii) The bidder should have minimum experience for inspection of material worth value of Rs. 15 Crore in last three years. (Certificates from owner with detailed list to be enclosed).
- (iii) The average annual turnover of the consultant from similar services should not be less than Rs. 1 crore from similar services only, for the last three years i.e. 06-07, 07-08 & 08-09 (certified copies of Income Tax returns, Audited balance sheet head wise and profit and loss account is required to be submitted along with the offer for last Three years).
- (iv) The firm should have been a profit making organization for minimum of any three years in the last five years.

6.2 First Stage Evaluation

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

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

6.3 Second stage technical evaluation

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

6.3.1 Evaluation Criteria for Technical Proposal

Sl. No.	Description	Points	
1.	Firm's Relevant Experience	40	
2.	Adequacy of Approach and Methodology	10	
3.	Qualification and Relevant Experience of the Proposed Key Personnel	50	

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

1. Firms relevant experience – (40 points)

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

2. Adequacy of Approach and Methodology (10 points)

- (a) Understanding of TOR 04
- (b) Quality Methodology 04
- (c) Work Program and Manning Schedule 02

3. Qualification, competence and relevant experience of the proposed key personnel - (50 points)

The weightage for various key staffs is as under:

Sl. No.	Key Personnel	No. required	Points
1.	Team Leader	01	40
2.	Assistant Materials Engineer	03	3 x 20
	Total		100

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

Description	Weight (%)	
General Qualification	30	
Employment with Firm	10	
Relevant Experience and Adequacy for the Project/work	60	
Total	100	

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

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

6.4 **Third stage – Evaluation of financial proposal**

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

7 **NEGOTIATIONS:-**

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

8 **AWARD OF CONTRACT:-**

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

9 **COMMENCEMENT OF THE ASSIGNMENT:**

The consultant shall begin carrying out services within 15 days of the date of effectiveness of the contract.

10 **SUBMISSION OF TENDER AND EVALUATION**

- (i) The Technical proposals shall be submitted in a separate sealed envelope to be kept in Main envelope.
- (ii) Financial proposals are invited as percentage of the estimated cost of Material. Financial proposal will also be kept in a separate sealed envelope which shall be kept in the main envelope.
- (iii) The Technical Evaluation will be done and the financial offers of only qualified bidders will be opened on the date which shall be intimated after Technical Evaluation done.

* * *

APPENDIX – I
INFORMATION OF BIDDER
Part-I -GENERAL

1. Name(s) :

2. Head Office Address :

Fax No. -

E-mail -

Telephone No. -

Website -

3. Local/Regional Address (if any) :

Fax No. -

E-mail -

Telephone No.-

Website –

4. Legal Status of the Bidding firm :

(Please indicate whether the bidder is a proprietary firm / partnership firm of a company/ corporation) :

5. Name of Partners in case of partnership firm :

- 1.
- 2.
- 3.
- 4.
- 5.

6. WORKING EXPERIENCE

6.1 List of work orders relating to inspection of materials, executed during the last three years.

Sl. No.	Name & address of Client with tel. no.	Work Order No. & Date	Cost of materials and salient features	Contract price in Indian Rs.	Period of assignment	Details of material inspected	Brief description of delays/ disputes if any
1	2	3	4	5	6	7	8

6.2 Existing commitments and on-going works:

Sl. No.	Name & address of Client with tel. no.	Contract No. & date	Value Of Contract (Rs. Lakhs)	Period of assignment	Details of material	Brief description of delays/ disputes if any
1	2	3	4	5	6	7

6.3 Works for which bids already submitted.

Sl. No.	Name & address of Client with tel. no.	Estimated Value Of Contract (Rs. Lakhs)	Period of assignment	Details of material

Notes:

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

7. FINANCIAL INFORMATION

1	Name of applicant					
2.	Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years, (attach copies of the audited financial statement of the last three financial years).					
				Year (Rs. In Lakhs)	Year (Rs. In Lakhs)	Year (Rs. In Lakhs)
a)	Total Assets					
b)	Current Assets					
c)	Cash, temporary investments and current receivable.					
d)	Total Liabilities					
e)	Current Liabilities					
f)	Net Worth (a) – (e)					
g)	Working Capital (b) –(e)					
h)	Authorized Capital					
i)	Capital Issued and paid up					
j)	Current Ratio (b)/(e)					
k)	Acid Test Ratio (c)/(e)					
l)	Total Liability to net worth (d)/(f)					
3.	Annual value of consultancy works undertaken for each of the last five years and projected for current year.					
		Current Year	1 Year Before	2 Year Before	3 Year Before	4 Year Before
	Home					
	Abroad					

4.	Net Profit before tax:	Year	Profit in Lac Rs
	a) Current year (Estimated)		
	b) During the last financial year		
	c) During each of previous four financial years:		
5.	Applications specific financial arrangements (mention amount in Indian Rupees)		
	a) Own Resources		
	b) Bank Credit		
	c) Others (specify)		
6.	Credit Facilities		
	a) Name/address of First class/Nationalized Bank providing credit line.		
	b) Total amount of credit line (attach certificate from the bank)		
7.	Approximate value of consultancy works in hand		
8.	Value of anticipated orders for next financial year		
	Home:		
	Abroad:		
Note:			
1.	Details of item 7 and 8 are also to be given in working experience.		
2.	All items should be properly filled in where any particular item is not applicable; it should be clearly mentioned as not applicable.		

8. FOLLOWING DOCUMENTS SHOULD BE FURNISHED IN SUPPORT:

- a. Self attested copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer.
- b. Experience in works of similar nature and size of each for last five years, and details of works underway or contractually Committed value, stipulated value, likely date of completion and value of balance work; and clients who may be contacted for further information on those contracts;
- c. Qualification and experience of key site management and technical personnel proposed for the contract, in the format given in Annexure 3.

* * *

INFORMATION OF BIDDER

Part-II - (A)

**INFORMATION FOR
MINIMUM ELIGIBILITY REQUIREMENT**

S. No.	Particulars	Information to be field by Bidders Enclosed at page No.
1	The Bidder should have experience in Technical Inspections of the material generally used in Sub-transmission and Distribution System, or similar type of material for at least three years. (Certificates from owner with detailed list to be enclosed)	_____ to _____
2	The bidder should have minimum experience for inspection of material worth value of Rs. 15 Crore in last three years. (Certificates from owner with detailed list to be enclosed in FARMAT-A placed herewith)	_____ to _____
3	The average annual turnover of the consultant from similar services should not be less then Rs. 1 crore from similar services only, for the last three years: - a) Certified copies of Income Tax returns, Audited balance sheet head wise and profit and loss account is required to be submitted along with the offer for last Three years i.e. 06-07, 07-08 & 08-09. b) Please furnish certificate issued by the Chartered Accountant in FORMAT-B placed herewith, certifying the desired information.	_____ to _____ _____ to _____
4	The firm should have been a profit making organization for minimum of any three years in the last five years (Please confirm with evidence)	_____ to _____

Signature of Bidder with seal

INFORMATION OF BIDDER

Part-II - (B)

**INFORMATION FOR
SECOND STAGE TECHNICAL EVALUATION**

S. No.	Particulars	Information to be field by Bidders
1	Bidders relevant Experience	
(a)	Standing of the firm i.e. for how much duration firm has been in existence. (Please mention in years)	-----Years (Documentary evidence at page No. _____ of offer)
(b)	Experience in related field (Please mention in years)	-----Years (Documentary evidence at page No. _____ of offer)
2	Adequacy of Approach and Methodology	
(a)	Please submit a brief note on your Understanding of TOR	Enclosed at Page No.----- of offer
(b)	Please submit a brief not on your Understanding of TOR Quality Methodology	Enclosed at Page No.----- of offer
(c)	Please submit Work Program and Manning Schedule	Enclosed at Page No.----- of offer

Signature of Bidder with seal

INFORMATION OF BIDDER**Part-II - (C)**

**INFORMATION FOR
SECOND STAGE TECHNICAL EVALUATION
Details for Team Leader (TL), Assistant Material Engineer (AME)**

S. No.	Particulars	Information from bidder
1	Team Leader (TL), Name: Mr. / Mrs.-----	
A	General Qualification	
i	M. Tech	
ii	B. Tech	
B	Employment with Firm (in years)	_____ Years
C	Experience	
i	Inspection of material used in electrical engineering (in years)	_____ Years
ii	In inspection of material used in subtransmission / distribution system (in years)	_____ Years
D	Amount of inspected material completed in last five year (in Rs. Lacs)	Rs. Lacs
2 (A)	Assistant Material Engineer (AME-1), Name : Mr. / Mrs.-----	
A	General Qualification	
i	M. Tech	
ii	B. Tech	
B	Employment with Firm (in years)	_____ Years
C	Relevant Experience in the field of testing of material / quality control alongwith construction / erection / maintance activities for subtransmission and distribution systems (in years)	_____ Years
2 (B)	Assistant Material Engineer (AME-2), Name : Mr. / Mrs.-----	
A	General Qualification	
i	M. Tech	
ii	B. Tech	
B	Employment with Firm (in years)	_____ Years
C	Relevant Experience in the field of testing of material / quality control alongwith construction / erection / maintance activities for subtransmission and distribution systems (in years)	_____ Years
2 (C)	Assistant Material Engineer (AME-3), Name : Mr. / Mrs.-----	
A	General Qualification	
i	M. Tech	
ii	B. Tech	
B	Employment with Firm (in years)	_____ Years
C	Relevant Experience in the field of testing of material / quality control alongwith construction / erection / maintance activities for subtransmission and distribution systems (in years)	_____ Years

3.1. Note: - Above information must be filled by the bidder in respect of one No.-TL, 3 Nos. – AME.

Formatted: Bullets and Numbering

Signature of Bidder with seal

INFORMATION OF BIDDER
Part-III - (A)

FORMAT – ‘A’

**Pre Dispatch Inspection and Quality Assurance Services for
Materials and Equipment**

S. No.	Financial Year	Name of work predispatch inspection completed in the Financial Year	Order No. & Date	Date of completion of order	Completion certificate of owner indicating name of work order No. and amount of work completed	Value of work for which Inspection performed for Sub-transmission and distribution system, similar type of work (Material component in Rs.)
1	06-07					
2	07-08					
3	08-09					

Note: - Above information must be supported with specific documentary evidence.

INFORMATION OF BIDDER

Part-III - (B)

FORMAT - 'B'

TO WHOMSOEVER IT MAY CONCERN

We, the statutory auditors of M/s -----, a company registered under the companies act 1956 & having its registered office at ----- hereby certify that for the financial years i.e., 06-07, 07-08 & 08-09 the total income of the company were as follows: -

- (i) Year 06-07 - Rs. ----- (Rs.----- only).
(ii) Year 07-08 - Rs. ----- (Rs.----- only).
(iii)Year 08-09 - Rs. ----- (Rs.----- only).

We hereby further certify that out of the incomes mentioned herein above for respective financial years the company has earned Rs. 1 Crore or more as a consultancy income from the inspection of material for sub transmission & distribution system or similar type of material for the aforesaid three years.

This certificate is issued on the basis of verification of financial accounts of the company for concerned financial years.

For

Seal & Sign

(Authorised Chartered Accountants)

Date

Membership No.

Place

ANNEXURE – I

TERMS OF REFERENCE (TOR) / SCOPE OF WORK

Pre-dispatch Inspection and Quality Control Services for materials and equipments being procured for construction/ maintenance/ renovation of various electrical installations under the jurisdiction of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore.

1. BACKGROUND OF WORKS/ACTIVITIES

- 1.1 **General** – MPPKVVCL Indore is engaged in Sale and Distribution of Electrical Energy in 14 Districts of Madhya Pradesh namely Indore, Khandwa, Khargone, Burhanpur, Dhar, Jabua, Alirajpur, Rajgarh, Ujjain, Dewas, Shajapur, Ratlam, Mandsaur, Neemuch. For ensuring quality supply and to reduce technical losses, a massive programme has been taken up for Upgradation, development and Renovation/ Maintenance of the Sub-Transmission and Distribution system.
- 1.2 It is proposed to engage qualified Firm/Corporation/Company or any such entity with proven relevant experience of Quality Assurance Services/ Inspection of materials used in Electric Transmission & Distribution system. The works would involve visit of key personnel of the successful bidder at vendor's works/Testing laboratory, verification of quantity of material offered for inspection, visual inspection and witnessing tests as per the relevant Indian Standard/ International Standard/or any equivalent Standard specified in the order placed on the Supplier/Vendor.
- 1.3 The MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITRAN COMPANY LIMITED (MPPKVVCL Indore) will be the Client. The materials would be procured from the Manufacturers/ Suppliers/vendors situated in different parts of the country in India by placing supply orders. Thus the bidders should have arrangements and adequate experience for conducting third party inspections of materials expeditiously.
- 1.4 The pre dispatch inspection of material / equipments is required under different schemes being executed / to be executed in MPPKVVCL like RGGVY, ADB, STN, JBIC and for maintenance works etc. The cost of material / equipments to be inspected is expected to be approximately Rs. 500.00 Crores. However this cost may vary as per actual requirement for which no claim shall be entertained whatsoever.

2. WORK

- 2.1 Primary responsibility of the consultant is to ensure Quality of Material / equipments ordered by employer, or its contractors/ subcontractors, for use at employers works; as per relevant Indian Standards and/or International Standards or any other Standard, approved drawing by order placing authority, quality assurance plan, Guaranteed Technical Particulars as specified in the purchase order at Suppliers Works/Testing lab. The responsibilities of the consultant, would involve, interalia, following -
 - (a) Verification of quantity offered for inspection and physical inspection about visible quality of the material of offered lot for inspection.
 - (b) Witnessing the Type test wherever required.
 - (c) Witnessing the Acceptance Test.
 - (d) Witnessing the Routine Test wherever required.

- 2.2 A copy of the purchases order, approved drawing and quality assurance plan together with guaranteed technical particulars will be provided to the Inspecting Agency.
- 2.3 If any ambiguity/inadequacy is observed in the specification/purchase order, the Inspecting agency shall intimate the same to the order placing authority. A copy of the same may also be provided to the supplier. The clarifications/ amendments/ modifications if any shall be given by the procurement authority. In this regard, decision given by the procurement authority shall be final.
- 2.4 The Inspecting Agency shall be responsible for the inspection of the material in compliance with the relevant Indian Standard and/or International Standard or any other Standard, approved drawing by order placing authority, quality assurance plan, Guaranteed Technical Particulars as specified in the purchase order.
- 2.5 The Inspecting Agency will carry out the inspection of the material at the Supplier's work/Recognized testing Lab and or at laboratory/work so nominated by the supplier.
- 2.6 If after testing, the materials/ equipments so tested are found to be confirming to required specifications, the inspecting authority shall take following actions-
 - a. If the tests done on materials/ equipments are *Non Destructive* in nature, then seal or otherwise put his distinct mark on the piece of material/ equipment so tested.
 - b. In case the tests done on materials/ equipments are *Destructive* in nature, then, wherever practicable, put his seal or otherwise put his distinct mark on the batch/ lot of materials/ equipment from which the testing piece was drawn.
 - c. In cases where sealing or marking of the piece or batch is not practicable, the inspecting authority shall mention this fact, giving detailed reasoning, in his report to the employer.
- 2.7 The Inspection Agency will himself be responsible for verification of accuracy of Testing equipment, testing procedure and any other relevant matter so as to ensure quality of material as per the relevant Indian Standard and/or International Standard or any other Standard, approved drawing by order placing authority, quality assurance plan, Guaranteed Technical Particulars as specified in the purchase order.

2. OBJECTIVE

The objectives of the proposed Testing / Inspection Services are:

- (i) Proper and timely inspection of the materials procured from the supplier/vendor including quality assurance.
- (ii) Comprehensive pre-dispatch inspection of materials to ensure quality and complete compliance with the drawings, technical specifications and various stipulations contained in the Purchase Order.
- (iii) Efficient pre-dispatch inspection of material by personnel who are experienced in the modern methods of testing and quality assurance plan.

3. TIME FRAME

The period of award for the said services shall be 24 months from the date of commencement of the award. The same shall be extendable by a further period of one year, on same terms and conditions, by mutual consent.

4. LANGUAGE

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

5. CONSULTANTS TEAM AND EXPECTED INPUTS:

- 5.1 The consultant will engage the minimum staff as detailed in Table 1. The qualification, experience and task assignment of the staff will be as per Annexure-II.
- 5.2 The team given in Technical Proposal will have to be employed on the work.
- 5.3 The work of pre dispatch inspection should be organized in such a way that the Inspection does not take more time than the period mentioned in the “*Materials Inspection Order*” issued by designated officers of the client organisation. The prescribed time period shall be considered inclusive of the journey time to reach the place/ works of the supplier / testing place of materials/ equipments. The Inspecting Agency or his Engineer shall send the complete report to the Chief Engineer (Corp. Office-Pur) or inspection order placing authority, so as to be received by him within three working days after completion of the inspection.
- 5.4 The composition and duration for Services for the Supervision Team will be as given in Table 1.

Table 1
Supervision Team Composition and Timing

S. No.	Team Composition	Numbers	Approximate months of input
1	2	3	4
1.	Team Leader	One (1)	24 months
2.	Assistant Material Engineer	Three (3)	24 months

Note 1:

CVs of Team Leader and AME should be submitted along with the Technical Bid.

Note 2:

Consultant is supposed to deploy staff as given in Table 1 above.

“However field staff may be enhanced/ reduced, in consultation with Chief Engineer (Corp. Office-Pur), depending upon the quantum of work”.

- 5.5 The Consultant shall have the complete responsibility for timely completion of materials/ equipments inspection and no additional fee on any account shall be paid.
- 5.6 The composition of team will be as per Table 1 above. However, the consultant will be free to engage more personnel if required subject to the conditions of agreement. Consultant should acquaint himself with the work before submitting financial proposals.

6. FACILITIES TO BE PROVIDED BY THE CONSULTANT

The Inspecting Agency shall make their own arrangements for transport of their Engineer/(s) at the Supplier's/Vendor's/ Manufacturer's Works/Testing laboratory.

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.

The consultant firm shall depute some Sr. Engineer of Management level at least once in two months to discuss the progress, performance of the team and other issues with CMD/ Chief Engineer (Corp. Office-Pur) at MPPKVVCL INDORE headquarter. **Failure to do so will entail a penalty of Rs. 50,000/- for each such failure.**

7. REPORTS

- 7.1 All reports and documents prepared by the Inspecting Agency shall be professionally precise and objective. The report formats shall be finalized in Consultation with the Employer's officials. The Inspecting Agency shall provide two copies/sets each of the following reports to The Chief Engineer (Corp. Office-Pur)/ Inspection Order Placing Authority.
- 7.2 After the inspection is completed, the Inspecting Agency shall furnish in two copies his report with inference. In case the material /equipment are not found to be acceptable, inference should be supported by proper reason. The following document will be provided by the Inspecting Agency in his report.
- (i) Report on verification of quantity offered for inspection and physical inspection report with inference.
 - (ii) Final values of the tests carried out in accordance with the relevant Indian Standard and/or International Standard or any other Standard, quality assurance plan, Guaranteed Technical Particulars as specified in the purchase order with comments on quality of material /equipment about acceptability or otherwise.
 - (iii) Dimensional Records as per specification, drawing, quality assurance plan and relevant standard and as specified in purchase order with comments on acceptability or otherwise
- 7.3 The inspection report shall be signed by the supplier, testing supervisor and representative of Inspecting Agency at supplier's works/Testing laboratory.
- 7.4 The Inspecting Agency will forward the complete report as above to The Chief Engineer (Corp. Office-Pur) or authority who have issued the *Material Inspection Order* so as to be received by him within three working days after completion of the inspection

8. ACTION FOR DELAY IN PRE-DISPATCH INSPECTION OF MATERIAL:

- 8.1 As per clause 5 of the TOR, the Inspecting Agency is required to provide the Key Personnel with qualification and experience as laid down in Annexure-II. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed in exceptional circumstances.
- 8.2 If services of required staff are not made available at proper time, resulting in delay in carrying out the pre-dispatch inspection of materials at suppliers/vendors works/testing laboratory and/or delay in submission of Inspection Report, penalty at the rate of Rs. 1000/- per day shall be leviable.
- 8.3 In addition action under other clauses of the contract which may ultimately result in the termination of the contract may be taken.

9. PERFORMANCE SECURITY

The amount of security deposit shall be 10% of the estimated consultancy fee. Consultant shall be required to submit 5% security at the time of agreement in the form of NSC pledged in favour of Senior Accounts Officer, Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore or FDR of Nationalized Commercial Bank or Bank Guarantee in the format given in Annexure-VI in favour of Senior Accounts Officer, Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore. 5% amount shall be recovered from the running bills, which may be converted into interest bearing security or bank guarantee as indicated above, at the request of the consultant. The validity of the Bank Guarantee(s) shall cover entire duration of consultancy period plus 3 months. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment.

10. ACTIONS TO BE TAKEN IN CASE OF NEGLIGENT OR COLLUSIVE BEHAVIOR

The client reserves the rights to get the materials/ equipments re-tested, which have already been inspected and cleared for dispatch by Consultant, at any of the recognized testing laboratories. In case, during such subsequent testing, the material/ equipments are found to be not confirming to prescribed standards, appropriate action as may deem fit, including but not limited to following, may be taken by the client, provided such situation has occurred due to negligent or collusive behavior on the part of the Inspecting Agency, or any of his associates.

- a. Summary termination of this contract,
- b. Levy of penalty which may be upto 1.5 times the inspection fees payable to the Consultants.
- c. Recovery of inspection fees, if already paid; and damages if any.

Decision of the client, as to whether the Inspecting Agency, or any of his associates has indulged into negligent or collusive behavior shall be final and binding on the Consultant.

11. EXTENSION IN TIME

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

* * *

ANNEXURE - II

QUALIFYING CRITERIA & TASK ASSIGNMENT FOR KEY PERSONNEL

1. Team Leader (TLDR)

The Senior Electrical Engineer shall be Team Leader responsible for the overall performance and administration of the Inspecting Agency. The Team Leader will also act as the Engineer's Representative and shall be overall in charge for the entire work of pre dispatch inspection of material. *Normally replacement of Team Leader will not be allowed. In exceptional circumstances, Inspecting Agency will have to directly request Client with complete CV of the proposed substitute and assigning complete reasons for change. The Headquarters of the Team Leader could be at Inspecting Agency's Headquarter and he will keep the Chief Engineer (Corp. Office-Pur) informed of his tour programme one week in advance.* The major tasks for the Team Leader shall include but not be limited to the following:

- 1 Scrutiny the provision's of purchase order so as to ensure quality of material and scheme for the deployment of Engineer for pre dispatch inspection of material at suppliers/vendors works/testing laboratory, for approval of the Chief Engineer (Corp. Office-Pur).
- 2 Assist the Employer/Chief Engineer (Corp. Office-Pur) in the Interpretation of provisions in the Purchase Order/Contract documents and technical specification;
- 3 Modify and issue of detailed drawings to the Chief Engineer (Corp. Office-Pur)/Order placing authority.
- 4 Evolve and implement quantity and quality Control procedures. Quality assurance and testing of materials as per the technical specifications.
- 5 Evolve criteria for the acceptance of material.
- 6 Verify and certify Suppliers'/Vendors' Interim Routine Test Certificates for approval of Chief Engineer (Corp. Office-Pur)/Order Placing Authority.
- 7 Verify and Certify Complete Inspection report including verification of quantity of material and tests carried out.
- 8 Supervise Assistant Material Engineers for the completion and verification of pre dispatch inspection of materials.
- 9 Liaise with the Employer/Chief Engineer (Corp. Office-Pur) in all matters concerning the pre dispatch inspection of materials at Suppliers'/Vendors' Works/Testing Laboratory.
- 10 Time schedule and management of resources in regard to pre dispatch inspection of material in all matters with particular reference to delays, possible reasons and mitigating measures.

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

- 1 Education should be a Graduate in Electrical Engineering from a recognized University/Institution (higher qualifications and training in Quality Control of Materials will be preferable);
- 2 Membership: Membership of a recognized Professional Society will be preferable;
- 3 Experience: should have a minimum of 15 years experience of Inspection of materials used in Electrical Engineering out of which 5 years in the inspection of materials used in Sub-transmission and Distribution System. He must have completed inspection of materials during the last five years, at least cost of materials of Rs. **One Crore.**

- 4 The Candidate should be of sound health.

The Team Leader (TLDR) shall be responsible for quality assurance of all inspected materials and shall maintain close communication with Employer/Chief Engineer (Corp. Office-Pur). TLDR shall be the Authorized Representative of the Inspecting Agency and shall interact with **MPPKVCL INDORE** on behalf of the Inspecting Agency appointed for the services.

2. Asstt. Materials Engineer (AME)

The Asstt. Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials of offered lot for inspection and quantity/quality verification of the same at the supplier's/vendor's works. **No replacement of AME will be permissible without prior approval of Client/Chief Engineer (Corp. Office-Pur).** The major tasks shall include but not be limited to the following.

- 1 Assisting the Team leader in the testing and reporting procedures;
- 2 Assisting the Team Leader in Scrutiny the provision's of purchase order so as to ensure quality of material.
- 3 Monitoring testing methods and adherence to environmental norms;
- 4 Review and acceptance of test results for manufactured materials required for works.
- 5 Maintaining records of all test results and approvals or rejection of Materials.
- 6 Quality assurance and testing of the materials as per the technical specifications.
- 7 Verify manufacturers' Routine Test Certificates.
- 8 Assisting the Team Leader with the preparation of complete Inspection reports.

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

- 1 Education: should be a Graduate in Electrical Engineering from a recognized /University/Institution (higher qualifications and training in Quality Control of Materials will be preferable);
- 2 Membership: Membership of a recognized Professional Society will be preferable;
- 3 Experience: should have a minimum of 10 years experience in the field of testing of Materials used in construction of Sub-transmission and Distribution system in such utility.
- 4 The candidate must be of sound health.

* * *

ANNEXURE - III

FORMAT FOR CURRICULUM VITAE

Format for Curriculum Vitae (CV) for Proposed Key Personnel

- Proposed Position
- Name of Firm
- Name of Staff Member
- Profession
- Date of Birth
- Nationality
- Years with Firm /Organization
- Membership of Professional Societies

Details of Tasks Assigned

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

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

Key Qualifications

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

Education

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

Employment Record

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

Publications

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

Language

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

Certification

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

Date

Signature and Seal of
Authorized Official of
The Firm

Signature and Seal of
staff member

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

ANNEXURE-IV

FORMAT FOR FINANCIAL PROPOSAL

OFFER FOR SUPERVISION & QUALITY CONTROL CONSULTANCY SERVICES

I/We hereby tender and offer, our services for pre-dispatch inspection, and quality assurance services for materials and equipments, at client / suppliers' / vendors' works / testing laboratory; under **tender specification No. CMD/WZ/06/PUR/420** of the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., for a consideration of -

(In figures)%

(In words)..... percent,

of the cost of materials / equipments **FOR Destination inclusive of all taxes & duties** to be inspected.

The fee for the services is **inclusive of all taxes and duties except service tax and education-cess on such service tax, which would be charged over and above the quoted rates.**

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

Signature of Person
Authorized by the firm

(Name & Address)

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

- 1) **Personnel:** - Staff to be engaged as per TOR and with the qualifications /experience expressed in **Annexure 3** for each category of personnel.
- 2) **Office Accommodation:** - The office accommodation which shall be provided for the personnel engaged for the services. It should have adequate furniture to suit with the requirement for number of personnel to be engaged.
- 2) **Computer facility:** - The computer facility shall include minimum one Pentium computer with Processor 500 MHz with 32MB SD RAM, 10.2 or higher GB HDD, multimedia system having 52 x or above CD ROM drive, having Fax modem 56 kbps internet accessibility with window based operating system as Windows 2000, MS Office etc.
- 3) **Transportation:** The consultant shall have to arrange vehicles for team leader/ AME to facilitate visits from headquarter to project sites and meetings with the Employer as mentioned in TOR.
- 4) **Others:** - The Consultant shall provide for any other cost associated with the completion of the services.

Signature of Consultant

ANNEXURE-V

AGREEMENT

FOR

**PRE DISPATCH INSPECTION AND QUALITY ASSURANCE SERVICES FOR
MATERIALS AND EQUIPMENTS**

Between

**MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITRAN COMPANY
LIMITED**

And

(Name of consultant)

**MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITRAN COMPANY
LIMITED**

(A FULLY OWNED COMPANY OF GOVERNMENT OF MADHYA PRADESH)

GPH COMPOUND, POLO GROUND, INDORE – 452003

AGREEMENT

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

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

WHEREAS

- (a) The Client procures materials required for construction/ maintenance/ renovation of Sub-transmission and Distribution system within its operational jurisdiction. The Client has requested the Inspecting Agency (consultant) to provide certain pre dispatch material inspection services required for the materials/ equipments being procured from various suppliers’/vendors” as defined in the General Conditions of agreement attached to this agreement (hereinafter called the “Services”);
- (b) The Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;
- (c) The Client has also received funds from various agencies (hereinafter called AGENCIES) for construction, Strengthening, Renovation and Maintenance of Sub-transmission and Distribution system in its jurisdiction in the area of Indore and Ujjain Commissioner of the State of Madhya Pradesh. The services shall also be subject to the guidelines of the schemes of the Agencies.

NOW THEREFORE the parties hereto hereby agree as follows: -

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

- (a) The General Conditions of Agreement (hereinafter called “GC”);
- (b) The Special Conditions of Agreement (hereinafter called the “SC”);
- (c) Letter of invitation and its annexes
- (d) Form of Bank Guarantee.
- (e) The following Appendices / Annexure:

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

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

The mutual rights and obligations of the Client and the Consultants shall be set forth in the agreement; in particular:

- (a) The consultant shall carry out the services in accordance with the provisions of the agreement; and
- (b) The Client shall make payments to the consultant in accordance with the provisions of the agreement.

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

FOR AND ON BEHALF OF Madhya Pradesh
Paschim Kshetra Vidyut Vitran Co. Ltd., Indore

By

(Authorised Representative)

FOR AND ON BEHALF OF (NAME OF CONSULTANT)

By.....

(Authorised Representative)

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

FOR AND ON BEHALF OF EACH OF THE MEMBERS
OF CONSULTANT

(Name of the member)

By.....

(Authorised Representative)

(A) GENERAL CONDITIONS OF AGREEMENT (GC)

1. GENERAL PROVISIONS

Definitions:

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in the India and the state of Madhya Pradesh as they may be issued and in force from time to time;
- b) “Bank” means any scheduled bank so designated by the Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd., for their banking transactions relating to this agreement.
- c) “Chief Executive Officer” means an Officer designated as Chief Executive Officer of Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.
- d) "Advisor" means an officer of the rank of Chief Engineer appointed as Advisor of MPPKVCL INDORE by MADHYA PRADESH PASCHIM KSHETRA VIDYUT VITRAN COMPANY LIMITED.
- e) “Client” means Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd., with its present address at GPH COMPOUND, POLO GROUND, INDORE – 452003 (hereinafter called the “**MPPKVCL INDORE**”);
- f) “Consultant” means the successful bidder on whom award of *Pre Dispatch inspection and Quality assurance Services for Materials and Equipments* has been placed and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement. The words “Inspecting Agency” shall also have the same meaning as “Consultant”;
- g) “Agreement” means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of **Clause 2.6** hereof;
- h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to **Clause 2.1** hereof;
- i) “Currency” means the Indian Rupees;
- j) “Personnel” means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- k) “Key personnel” means the personnel referred to in **Clause 4.2(a) of GC**.
- l) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- m) “Material Inspection Order” means an order issued by the Chief Engineer (Corp. Office-Pur) or any other officer so authorized by Client, directing “Consultant” for inspection/ testing of materials/ equipments.
- n) “Services” means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the *Term of Reference (TOR)* hereto;
- o) “Starting Date” means the date referred to in **Clause 2.3** hereof;
- p) “Sub-Consultant” means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of **GC Clause 3.8**, and;
- q) “Third Party” means any person or entity other than the Government, the Client, or the Consultants;

Relation between the Parties

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

Law Governing the Agreement:

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

Language

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

Headings

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

Notices

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

Client:

Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.,
GPH COMPOUND, POLO GROUND, INDORE – 452003

Attention:

Chief Engineer (Corp. Office-Pur)

Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.,
GPH COMPOUND, POLO GROUND, INDORE – 452003
Phone 0731-2422544
Facsimile: 0731-2423300

Consultants:

Attention:-----

Phone-----

Telex-----

E-mail-----

Facsimile-----

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

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

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

Location:

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

Authorized Representatives

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

For the Client:

The Chief Engineer (Corp. Office-Pur)

Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd,
GPH COMPOUND, POLO GROUND, INDORE – 452003

For the Consultant:

[Fill up the blanks]

Taxes and Duties

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in SC or this agreement have been met.

2.2 Termination of Agreement for Failure to Become Effective

If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC or this agreement, either party may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services

The consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC or this agreement.

2.4 Expiration of Agreement

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

2.5 Liability of Parties

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition: -

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

2.7.2 No Breach of Agreement

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

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

2.7.3 Consultation

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

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.8 Suspension

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

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

2.9 Termination

2.9.1 By the Client

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

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

For the purpose of this clause:

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

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

2.9.2 By the Consultants

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

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

- (b) If the Client is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the Client of the consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days;
Or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to **clause 10** of this agreement hereof.

2.9.3 Cessation of Rights and Obligations

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

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forth-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 10 of this agreement hereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, discounts etc.

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

3.2.2 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to engage in certain activities

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

3.2.4 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Limitations Of The Consultant's Liability Towards Client:

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

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

3.5 Consultant's liability towards risks and coverages:

The risks and coverages shall be as follows:-

- (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the consultants or their personnel or any sub consultant or their personnel for the period of the consultancy.
- (b) Client's liability and worker's compensation insurance in respect of the personnel of the consultant and of any sub consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

3.6 Insurance to be taken out by the Consultants

The Consultants

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

3.7 Accounting, Inspection and Auditing

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

3.8 Consultant's Actions requiring Client's prior Approval

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

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

3.9 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **clause-7** of Annexure I TOR hereto, in the numbers and within the time period set forth in the said Annexure and also furnish specific data/information called for by the Client as and when required.

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

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

3.11 Equipment and Materials furnished by the Client

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

4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in and Annexure-2.
- (b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in Annexure-2, may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in **Clause 6** of this agreement.

4.3 Approval of Personnel

The Key Personnel listed by title and by name are hereby approved by the Client. In respect of other personnel which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Client for review and approval of a copy of their biographical data and a copy of medical certificate. If

the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Removal and / or Replacement of Personnel

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

4.5 Team Leader

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

- (a) Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Madhya Pradesh reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land

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

5.3 Payment

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

6. PAYMENTS OF THE CONSULTANTS

- 6.1 The payment to the consultant in consideration of the services rendered by him shall be made on the monthly basis. The payment shall be calculated on the basis of the agreed percentage of cost of material/ equipments inspected in that month.
- 6.2 The payment for the month shall be made within 45 (Forty five) days, of submission of bills to the *Material Inspection Order* issuing Authority; subject to satisfactory and timely completion of work, submission of all prescribed reports and completion of necessary formalities.

6.1 Currency of Payment

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

6.2 Mode of Billing and Payment

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

- (a) As soon as practicable and not later than the fifteen (15) days after the end of each calendar month, during the period of services, the Inspecting Agency shall submit to Client / Inspection Order Issuing Authority, in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC clauses 6.3 for such month.
- (b) The Client shall cause the payment of the Inspecting Agency periodically as given above within forty five (45) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the Inspecting Agency; the Client may add or subtract the difference from any subsequent payments.
- (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 Inspecting Agency and approved as satisfactory by the Client. The services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Inspecting Agency specifying in detail deficiencies in the services, the final report or final statement. The Inspecting Agency shall

thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to do paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by the Inspecting Agency to the Client within thirty (30) days after receipt by the Inspecting Agency of notice thereof. Any such claim by the Client for payment must be made within six (6) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (d) The payment of fees for consultancy shall be made through Account Payee cheque or Demand Draft. The commission/draft charges etc. shall be borne by the consultant. No interest shall be given on account of any delay in payment.

6.3 Recovery

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

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

7.2. Operation of the Agreement

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

8. Action when the Key Personnel not provided

As per **clause 5** of the TOR, the consultant is required to provide the Key Personnel with qualification and experience as laid down in Annexure-2. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only in exceptional circumstances on approval of. Advisor **MPPKVVCL Indore**

If the services of required staff are not made available at proper time and in specified number, action as provided in clause 8 of TOR shall be taken. In addition, action under other clauses of the contract, which may ultimately result in the termination of the contract, may also be taken.

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

10. SETTLEMENT OF DISPUTES

10.1. Amicable Settlement

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

10.2 Dispute Settlement

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

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

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

FOR AND ON BEHALF OF THE CLIENT

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

(B) SPECIAL CONDITIONS OF AGREEMENT (SC)

Number of Amendments of, and Supplements to, Clauses in the General Conditions of Agreement, ToR and LoI.

**SC Reference
No. Clause :**

1. GC 2.1 The agreement shall come into force and effect on the date order to commence services is issued by client.
2. GC 2.2 The time period shall be 15 days unless any other time period parties may agree in writing.
3. GC 2.3 The time period shall be 15 days unless any other time period parties may agree in writing.
4. GC 2.4 The time period shall be 24 months unless any other time period parties may agree in writing.
5. GC 3.8(c) The other actions are:
Taking any action under a works agreement designating the Consultants as " Engineer", for which action, pursuant to such works agreement, the written approval of the Client as "Client " is required".
6. GC 3.10 The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Client.
7. GC 4.5 "The person designated as Team Leader in TOR shall serve in that capacity, as specified in Clause GC 4.5".
8. GC 10.2 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this contract and which is not amicably settled between consultant and General Manager as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the dispute redressal committee which shall consist of the following:
-
 - Chairman & Managing Director **MPPKVVCL INDORE** – Chairman
 - Advisor to CMD **MPPKVVCL INDORE** - Member
 - Chief Engineer (Corp. Office-Pur), **MPPKVVCL INDORE** – MemberThe committee shall give its decision within 60 days.
Any party not satisfied with the decision of the committee shall be free to refer the case to MP Arbitration Tribunal constituted under MP Madhyastham Adhikaran Adhiniyam 1983.
9. Para 3.2.1 of LOI : Financial Proposal –The documents establishing that Service Tax (including education cess of such service tax) has been paid to the appropriate government will be submitted to the *Client* invariably. Any liability of any kind i.e. penalties etc. arises due to non payment of taxes shall be of consultant and the Client can deduct such tax and penalties from the pending bills, or from the performance security for payment to appropriate government.

* * *

ANNEXURE-VI

Form of Bank Guarantee

(To be used by approved scheduled banks)

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

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

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

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

matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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