

		of 200 Cr.			
4.	Experience with multi-lateral financial Institutions	Successful completion of at least one Water Supply Project consultancy assignments funded by multi-lateral financial Institutions with total contract value of fee not less than INR 5 Cr.		60	
		1. Fee Less than INR 5 Cr	Disqualified		
		2. One assignment with Fee 5 Cr			37.50
		3. Assignment with fee 5 to 10 Cr			42.75
		4. Assignment with fee more than 10 Cr			50.00

(ii) Consultant's relevant experience in implementation and Project Management Consultancy supervision of Construction and maintenance of water supply project.

Sr.No.	Category	Eligibility Criteria	Allocated Marks		
			Category Max marks	Criteria Max Marks	Final Marks of Firm
1.	Approach and methodology		200		
		Understanding of Objective		30	
		Quality of Methodology		50	
		Innovativeness		30	
		Work program		60	
		Personnel Schedule		30	

(iii) PERSONNEL EVALUATION SHEET

Sr. No.	Personnel	Criteria	Allotted Marks		
			Total Marks	Max marks for Criteria	Allotted Marks
1.	International Water Supply Specialist	<p>Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in water supply operations and service delivery with at least 5 years' overseas experience as senior water supply engineer in implementing continuous pressurized water supply systems OR has worked in minimum Two international assignments of similar nature of work.</p> <p>For this assignment, Indian National Expert who has a similar experience of working overseas for a minimum of 5 years will be considered for International Expert. OR has worked in minimum Two international assignments of similar nature of work.</p>	100		
		Post Graduate in Civil Engineering		20	
		Less than Post Graduate in Civil Engineering			CV Disqualified
		Post Graduate in Civil Engineering			15
		Post Graduate in Water Supply Engineering/Public Health Engineering/Environmental Engineering.			20
		At least 15 years' experience in water supply operations and service delivery		30	
		Less than 15 years' experience in water supply operations and service delivery			CV Disqualified
		15 to 20 years' experience in water supply operations and service delivery			22.50

		More than 20 years' experience in water supply operations and service delivery			30
		At least 5 years' overseas experience as senior water supply engineer in implementing continuous pressurized water supply systems OR has worked in minimum two international assignments of similar nature of work.		30	
		Less than 2 years' overseas experience OR has worked in less than two international assignments of similar nature of work.			CV Disqualified
		At least 2 years' overseas experience OR has worked in minimum two international assignments of similar nature of work.			30
		Min 20 Years professional experience.		15	
		Less than 20 Years professional experience.			CV Disqualified
		20 to 25 Years professional experience.			11.25
		More than 25 Years professional experience.			15
		Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		5	
		Yes			5
		NO			0
2.	Team Leader	B.E./B.Tech (Civil) with minimum 25 years or Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in execution of water supply projects with at least 5 years' experience Team Leader/ DTL /in the rank of Superintending Engineer in implementing water supply/sewerage projects in rural/urban local bodies. Working age limit 65 years	150		
		Qualification – B.E. (Civil)		30	
		Less/other than B.E. (Civil)			CV Disqualified
		B.E. (Civil)			22.50

	M.E./M.Tech in Water Supply Engineering/Public Health Engineering/ Environmental Engineering			30
	At least 15 years professional experience in execution of Water Supply Project.		45	
	Less than 15 years professional experience in execution of Water Supply Project.			CV Disqualified
	15 to 20 years professional experience in execution of Water Supply Project.			33.750
	15 to 20 years professional experience in execution of Water Supply Project.			39.375
	More than 20 years professional experience in execution of Water Supply Project.			45.00
	At least 5 years' experience as team leader/DTL/ in the rank of Superintending Engineer/ in implementing water supply projects in rural/urban local bodies		45	
	Less than 5 years			CV Disqualified
	5 years.			33.750
	5 to 10 years			39.375
	More than 10 years			45.00
	B.E./B.Tech (Civil) with minimum 25 years or Post Graduate in Civil Engineering with min 20 Years overall professional experience (Post B.E./B. Tech civil).		22.50	
	B.E. with less than 25 Years or M.E./M.Tech (Civil) with less than 20 years			CV Disqualified
	B.E. with 25 Years or M.E./M.Tech (Civil) with 20 years			16.875
	B.E. with more than 25 Years or M.E./M.Tech (Civil) with more than 20 years			22.50
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		7.5	
	Yes			7.50
	NO			0
	Age Limit – 65 Years (IF DTL age is <60 at the			

	time of submission of bid)			
		Age <= 65	Qualified	
		Age > 65	CV Disqualified	
2.	Dy. Team Leader	B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years professional experience in Project Management of Civil works including in planning and construction, contract management, quality management. At least 10 years professional experience in execution of Water Supply Project, and should have at least 5 years' experience in water supply network design by latest software such as WaterGems etc. Working Age limit 65 years	150	
		Qualification - B.E.(Civil)		30
		Less/other than B.E. (Civil)		CV Disqualified
		B.E. (Civil)		22.50
		M.E./M.Tech in Water Supply Engineering/Public Health Engineering/Environmental Engineering		30
		At least 10 years professional experience in execution of Water Supply Project.		45
		Less than 10 years professional experience in execution of Water Supply Project.		CV Disqualified
		10 to 15 years professional experience in execution of Water Supply Project.		33.75
		15 to 20 years professional experience in execution of Water Supply Project.		39.37
		More than 20 years professional experience in execution of Water Supply Project.		45
		Experience in water supply network design by latest software such as Water Gems etc.		45
		Yes		45
		NO		CV Disqualified
		B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years professional experience in Project		22.50

	Management of Civil works				
		B.E. with less than 20 Years or M.E./M.Tech (Civil) with less than 15 years			CV Disqualified
		B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years			16.87
		B.E. with more than 20 Years or M.E./M.Tech (Civil) with more than 15 years			22.50
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)			7.50	
		Yes			7.50
		NO			0
	Age Limit – 65 Years (IF TL age is <60 at the time of submission of bid)				
		Age <= 65	Qualified		
		Age > 65	CV Disqualified		
	Senior Engineer	B.E./B.Tech with 12 Year or M.E./M.Tech with 8 years professional experience in field of Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineering or equivalent. At least 4 year experience in any urban/rural water supply project. Age limit 65 years	50 each X 4 = 200		
		Qualification - B.E.(in relevant Discipline)		10*4=40	
		Less/other than B.E. (in relevant Discipline)			CV Disqualified
		B.E. (in relevant Discipline)			30
		M.E./M.Tech in relevant Discipline			40
	At least 4 year experience in any urban/rural water supply project.			30*4=120	
		Less than 4 year experience in any urban/rural water supply project.			CV Disqualified
		4 to 6 year experience in any urban/rural water supply project.			90.00
		6 to 8 years experience in any urban/rural water supply project.			105.00
		More than 8 experience in any urban/rural water supply project.			120.00
	B.E./B.Tech with 12 Year or M.E./M.Tech with			7.5*4 =30	

	8 years professional experience in field of Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineering or equivalent.			
	B.E. with less than 12 Years or M.E./M.Tech with less than 8 years			CV Disqualified
	B.E. with 12 Years or M.E./M.Tech with 8 years			22.50
	B.E. with more than 12 Years or M.E./M.Tech with more than 8 years			30.00
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		2.5*4=10	
	Yes			10
	NO			0
	Age Limit – 65 Years			
	Age <= 65	Qualified		
	Age > 65	CV Disqualified		

Supplementary Terms of Reference
(For Supervision Services if Required)

1. BACKGROUND

- 1.1 The Agency named in the Data Sheet is entrusted with the development, maintenance and of Multi village Rural Water Supply Scheme and has taken up for execution of Water Supply Projects mentioned in the Data Sheet in different parts of Madhya Pradesh. These Water Supply Projects will be supervised by the Consultants on behalf of the Agency under a single consultancy. The Agency intends to engage Consultants for supervision and quality control consultancy for these Water Supply Projects.

The project basically comprises Multi Village Rural Water Supply Scheme with construction of Intake well, Water Treatment Plant , Raw water & Clear water mains, Overhead tanks, and Distribution house service connection etc. complete.

It is proposed to engage highly qualified consultants with proven relevant experience in implementing of similar nature and size water supply schemes, for the supervision of proposed civil works, The proposed construction technology involves use of latest machinery and equipment and it is expected from the consultants engages and experts to be deployed to have proven National experience of handling such construction works. As the project packages are substantially large, experience in project management of the proposed magnitude is also the essential requirement. The Agency will be the Employer and Execution Agency of this project.

2. WORKS

- 2.1 The civil works proposed involves construction of all features related to Multi Village Rural Water Supply Scheme. This work involves construction of Intake, Treatment plant, Overhead Tank pumping Station, Laying Jointing and Testing of Pumping main, Gravity main and distribution of Pipe line. The supervision consultancy will handle all works related to MVRWSS packages.
- 2.2 The consultant are expected to reflect the requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology, the supervision of construction work shall require working as per requirement of civil work programme.

3. PROPOSED CONSULTANCY ARRANGEMENT

- 3.1 The MVRWSS packages have been clubbed under One Supervision consultancy package as indicated in RFP.
- 3.2 Under the proposed arrangement supervision consultant will be required to create main office, located at Satna and one field offices to be located in each

of the MVRWSS packages being handled. The main office will have senior experts performing. Supervision functions over the field offices and also performing advisory functions over the field offices and their experts. Annex-I. At field, set of experts along with the Field Engineers will be deployed separately for each of the construction package, to carry out the day-to-day supervision of works as well as quality control testing etc.

- 3.3 The consultant may associate, if they like, other consultants to enhance their capability/capacities. They even hire the services of a better-qualified and experienced key expert, Contract from outside (ensuring their availability for the project duration) to enhance the quality of the team, if such experts are not readily available with them. The majority of the experts should, however, be the permanent employees of the consultants.

4. OBJECTIVES

- 4.1 The objectives of the consultants' services are:
- (i) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering design, technical specifications and other contract documents within the stipulated time period.
 - (ii) To demonstrate the efficacy of contract supervision by independent external agencies experienced in field MVRWSS.

5. CONTRACT MANAGEMENT FRAMEWORK

- 5.1 A Contract Management Framework (CMF) will govern the execution of works. The main features of CMF are described below:
- (i) To administer the contracts the Agency will be the Employer. The Chief General Manager will be the overall in-charge of all Multi Village Rural Water Supply Scheme. He will be duly supported by General Manager and Managers with other supporting staff including finance and accounts people at the corporate office. The civil construction packages will have a Project Implementation Unit (PIU) headed by a General Manager duly supported with the sub-ordinate officers/staff. The Satna PIU will interact with both the Supervision Consultant and Contractors of both Multi Village Rural Water Supply Schemes and shall be reporting to the Chief General Manager, at the Head Office. The PIU will be field formation of the technical division and shall act on behalf of the Agency in their respective construction packages.
 - (ii) The CGM office will ensure the efficient procurement of works and see that the execution of sub project(s) is within the scope defined especially on variations in work quantities or additional items of work, or change in scope of work, etc. The PIU will administer and monitor the project implementation as per the requirements. In discharge of this function, the PIU will be assisted by field official of PIU and the supervision consultants.

- (iii) To ensure efficient Scheme management/administration, the General Manager will be assisted by Manager/Assistant Manager (as the case may be), MPJNM conforming to work requirements as appropriate to each package. The General Manager shall be assisted by an Accounts Officer (A.O.)/Accountants. The A.O. will be responsible for keeping and maintaining the project accounts and shall assist the General Manager and their other officers in processing of all invoices/payments pertaining to their concerned construction package PIU. The A.O. will prepare cheques for the signature of Deputy General Manager or any other technical officer entrusted with this responsibility.
- (iv) The General Manager will have authority to give directions to the supervising Consultant in all routine matters related to the contract management/administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, to examine the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants. The Supervision Consultants shall duly consider his suggestions/directions and in case of any differences both the Supervision Consultants and General Managers of PIU shall send their independent point to CGM office the decision of the CGM office at Head Quarter will be finally implemented. In case of variation orders or any other issue having financial implications, the General Manager of PIU will send his comments along with the view/recommendations of the Supervision Consultants for management decisions at the CGM Office. The General Manager will examine invoices of both the consultants and contractors and make the eligible payments. Both the General Manager and Supervision Consultants shall interact with each other on regular basis and GM will make prompt decisions as required in routine technical and contractual matters. All communications/ directions at PIU level to the Supervision Consultants shall be made by General Manager except in the absence of GM, when such duties will be discharged by a technical officer of PIU duly authorized for this purpose.
- (v) The Supervision Consultant will be part of the C.M.F. and will assist the Employer in all matters pertaining to contract management, as required.
- (vi) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in permanent works and may also test check the quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor.

6. THE CONSULTANT

- 6.1 Agency in its role as 'Employer' will employ qualified consultant meeting the National standards, to undertake supervision and contract management of the proposed construction packages. The Consultants' firm so selected shall nominate a person to be the 'Engineer's Representative' This persons will be at

the TL Office on a full-time basis throughout the period of the construction supervision services, visit the project sites frequently and will be known as Team Leader. He will be the overall in-charge of the consultants' firm of all the Project Sites under this agreement and will interact with the General Manager, as well as with the head office on routine basis. Team Leader shall discharge all the duties and responsibilities of the 'Engineer's Representative'.

- 6.1 The supervision team will be composed of highly qualified and experienced key experts. The indicative qualification and experience criteria are furnished in Clause 4 of TOR. The criteria indicated are for the guidance of the consultants. The relevant professional experience means, the actual experience in the concerned area of expertise on similar nature water supply projects. The quality of work will be given due weight age during technical evaluation.
- 6.2 The consultants are required to develop the proper understanding of the project design and drawings.
- 6.3 The dates of actual deployment of some experts not provided on full time basis shall be regulated by the Employer on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.
- 6.4 The suggestive qualification experience for support personal (Technical) as indicated in Clause 4 of TOR shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the employer will be required before the deployment. The approval by the Employer will be based on personal interview.
- 6.5 There are certain positions of key experts like Team Leader, Deputy Team Leader cum water supply engineer, Sr. Project Engineer cum Resident Engineer, where deployment of suitable personnel is considered essential for successful completion of the project. These positions are to be considered for the purpose of technical evaluation. Consultants are therefore advised to field truly competent and experienced experts at these positions.
- 6.6 The Consultant is required to review all the designs & drawings and prepare & issue to the contractor the revised and drawings for execution.

7. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

- 7.1 The 'Engineer as per contract document is the party as stipulated in the 'Appendix to Bid' of the contract document. The 'Engineer' as such is the consulting firm finally engaged by the employer. The consultant is, however, required to appoint a Team Leader to act as the "Engineer's Representative". The consultant shall delegate the responsibilities to this Team Leader to work and act on behalf of the firm to carry out most of the functions related to the execution of MVRWSS. The consultancy firm may have the internal regulatory and controlling arrangement with this Team Leader and for this purpose a Team Leader might interact and receive the directions from the firm as decided by the firm. The employer may also interact with the firm required.

7.2 The duties of the 'Engineer' will be to properly supervise the works and approve the materials and workmanship of the works in cooperation and in consultation with the Employer to ensure timely completion of the project. The Engineer will administer the construction works contracts and will ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The 'Engineer' shall have no authority to relieve the contractor of any of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue decisions, certifications and orders as specified in details in the construction contract document.

7.2.1 Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following. In case of any disparity, the stipulations made in the civil construction contract document will prevail in the order of precedence mentioned therein.

- (i) To approve the Contractor's key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor
- (ii) To approve the contractor's work program including activity scheduling and resource programming
- (iii) Give the order to commence the work;
- (iv) Ensure that the construction works are in accordance with the technical specifications, Environmental Management plan and other stipulation of construction contract document and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor's construction equipment and other resource deployment
- (v) To approve setting out of the works layout.
- (vi) To verify and if necessary order correction of the drawings supplied by the Contractor
- (vii) Ensure a system of Quality Assurance of works, approve materials and sources of materials, concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item
- (viii) Check the laboratory and field test carried out by the contractor and develop a mechanism in consultation with Employer to involve Team Leader/RE to carry out adequate number of independent tests other than the regular testing done by laboratory personnel

- (ix) Order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required
- (x) To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents
- (xi) Approve and/or issue good for construction drawings including variations thereof.
- (xii) Prepare/issue modified good for construction drawings based on the initial review conducted by the consultant and amendments agreed to by the Employer.
- (xiii) Prepare/issue modified good for construction drawings required for any variation order, or any other change, agreed to by the Employer.
- (xiv) To control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works.
- (xv) To monitor and check the day to day quality control and quality measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and issue monthly/interim payment certificates when the quality of the works is satisfactory and the quantities are correct;
- (xvi) To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at MPJNM-works) and if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- (xvii) To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of like or of adjoining property.
- (xviii) To direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations
- (xix) To inspect the works, during the construction period and during the Trial run and at proper interval Defects Liability period to issue Defects Liability Certificates after the rectification, by the Contractor, of possible defects and issue final payment certificates.
- (xx) Issue interim certificates for monthly payments to the contractors, and specify completion of parts of the totality of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate.
- (xxi) To verify and correct the as-built drawings supplied by the Contractor.

- (xxii) To direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved programme of the contractor on monthly basis;
- (xxiii) To provide adequate Supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractors(s);
- (xxiv) To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the employer in this regard;
- (xxv) Responsibility for maintaining proper water supply in all village of project area.
- (xxvi) Provide assistance to the employer in respect of contract implementation, claims and other matters;
- (xxvii) Advise and assist the employer with respect to arbitration if so required;
- (xxviii) Review and ensure continuity of contractor's services in approved formats;
- (xxix) Prepare quarterly cash flow for the project in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work.
- (xxx) Maintain records of all plan labour and material used in the construction of the works.
- (xxxi) Assist to acquire the land for different component of scheme and take necessary permission from concerned department. Such as revenue, forest, agriculture, private land etc. Also acquire necessary permission from road authorities, railway, water resource department, electricity department etc.

7.2.2 The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited, the following:

- (i) To prepare, in consultation with the Employer, a 'Construction Supervision Manual' outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.
- (ii) Assist/advice Employer for advance actions required to be taken for handing of site and in achieving different milestones for completion of projects as per schedule.
- (iii) To verify the quantities of all items as per agreement and suggest modifications addition alteration to the same if necessary as per the prevailing site conditions, for the approval of the employer

- (iv) Assist Employer in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS).
- (v) To write a day by day project diary which shall record all events pertaining to the Contract, request from and orders given to the Contractor, any other information which may later date be of assistance in resolving queries which may arise concerning execution of the works.
- (vi) Prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report.
- (vii) To advise the Employer on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration.
- (viii) To prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds.
- (ix) To assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period.
- (x) Prepare a maintenance manual; outline the routines to adopt in each water supply schemes.
- (xi) Assist the Employer in providing clarifications/explanations to observations made, from time to time, by the Auditor
- (xii) "Online Entries on the MIS/Works Contract Management System (WCMS) Module of the Agency as per requirement for recording information regarding Project, measurement and bills, etc."
- (xiii) Assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
- (xiv) Preparation of revised estimate etc., if required.
- (xv) Modification in design and drawings vide details in Para 7.2.1 above.
- (xvi) To carry out any other duties relevant to the project agreed during the negotiations.

(xvii) Consultant shall review the independent safety Audit and incorporate feasible minor modifications in final drawings & obtain Approval.

(xviii) *Review of design and good for construction drawings prepared by the Contractor and preparation of evaluation report of the design work for submission to the employer for approval with recommendation of approval.*

8. ACTION REQUIRING SPECIFIC APPROVAL OF THE EMPLOYER

8.1 The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in construction Contract Agreement

8.2 The Engineer will seek prior permission of the Employer before taking any of the following actions-

- (i) Consenting to the sub-contracting of any part of the works.
- (ii) Certifying additional cost determined.
- (iii) Ordering suspension of work.
- (iv) Issuing the Notice to commence the work.
- (v) Approving an extension of time.
- (vi) Approving new rates either for existing items of work, arises from variation quantities beyond the limit, defined in the contract document.
- (vii) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and extra item and certifying any additional cost determined under the provisions of contract;
- (viii) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price.
- (ix) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

9. DUTIES AND RESPONSIBILITIES OF THE RESIDENT ENGINEER/DEPUTY TEAM LEADER

Each scheme to be headed by Independent Resident Engineer/DTL reporting and interacting with Team Leader. As the construction contracts proceed, the Resident Engineers will be required to be given some delegated power to deal with routine specific construction project problems without conflicting significantly with the command of the Team Leader. The Resident Engineer may also be required to interact with the GM. Such delegations are suggested to cover up routine nature decisions, which may not be referred unnecessary to Team Leader leading to delays in routine decisions. The working relationship

including defining of the work areas of different experts is required to be settled before the award. The consultants may deal these aspects in the proposed methodology to be furnished by the consultants, suggesting therein suitable mechanism, so that necessary provisions could be made in the consultancy contact document in this regard.

10. INTERIM AND FINAL PAYMENTS

10.1 The Supervision & quality control Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision consultant following claims filed by the Contractor. The Engineer/Engineer's Representative will be responsible for ensuring that all measurements are taken as per specification and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be taken by the Engineer's Field Engineer or any senior Technical staff and also recorded in prescribed Measurement book manually and /or by computer. All measurements will be 100% checked by Project/Assistant Engineer. In processing contractual payments, the Resident Engineer and DTL of the Supervision Consultant will certify that they have checked at least 25% and 10% respectively of the measurements and quality control tests. The Resident Engineer shall intimate the details of these check tests to the GM before undertaking them, so that the GM or his officers could associate, if they wish to do so. The Resident Engineer or any of his concerned experts shall do the repeat tests or measurements, if directed by the GM of the construction package, in the presence of GM or any of his representative. In case of any conflict the Team Leader will check minimum to 3% of total measurement/quality control tests. In the event of such conflict the Employer will release to the contractor 80% of the disputed amount as certified by the Engineer and then instruct the Engineer to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

10.2 Check the measurements of works and supplies: Measurement of the works and supplies will be checked by the staff of consultant as follows.

1. Team Leader	: -	3%
2. Deputy Team Leader	: -	10%
3. Resident Engineer	: -	25%
4. Project Engineer/AE	: -	100%

11. REPORTING REQUIREMENTS

The consultant will prepare and submit the following reports in hard and soft copies to the Employer on the format prepared by the consultants and approved by the Employer.

Particulars of the Report	No. Of Copies
1) Monthly Progress Reports	5 + softcopy
2) Quarterly Progress reports	5+ softcopy
3) Completion Reports of each package	5+soft copy
4) Final Completion Report with CD	5+ soft copy
5) Any additional report and power point Presentation in Hindi and English	As & when required

12.0 MONTHLY REPORTS

The Engineer will not later than 10th of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month (Along with photograph). The report will outline any issues/concerns/problems encountered (administrative, technical, environmental, social or financial) and give recommendation on how these problems may be overcome. Brief work progress summaries will be included for on-going and outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation.

12.1 QUARTERLY PROGRESS REPORTS

The Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such report shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; etc. And will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan (by Bank and the Government) and other relevant information for the on-going contracts. The Construction supervision Consultant shall also prepare and submit the following reports (hard & soft copies) from time to time the Agency.

S.No.	Description	Number	Copies
1	Supervision Manual	1	5+ soft copy
2	Engineering Reports and	1	5+soft copy
3	O&M Manual	1	5+soft copy

12.2 SECTIONAL AND FINAL COMPLETION REPORTS.

The Engineer will prepare a comprehensive final completion Report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be before taking over

of such sections by the Agency's. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & dilutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The Engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.

12.3 ANY ADDITIONAL REPORTS & POWER POINT PRESENTATION.

12.4.2 Then Engineer will prepare progress report & any other report with power point presentation and submit softcopy & hardcopy as per instruction/ requirement of GM/DGM.

13. EXPECTED INPUTS

13.1 The consultants are required to make their own assessment of the manpower requirement in terms of man months for different category of persons proposed to be deployed to carry out the supervisions works as envisaged in this TOR. The consultants shall deliberate on this aspect in their proposed methodology to be submitted to the Employer suitably explaining any difference of option with the Employer perception about them as reflected in Annexure I & II.

13.2 In case of very low assessment of the man-months estimates done by the consultants without reasonable justification, then the Employer at their discretion may consider the proposal as impractical make suggestions and/or altogether may reject the same as non-responsive.

13.3 Consultants are required to furnish CVs of the key experts as mentioned in Annexure-III. CVs of these key experts only will be evaluated.

(CVs of these staff are not required to be submitted but only the number and man-months of such staff need to be indicated in the technical proposal. The cost in respect of these personnel is required to be provided in the financial proposal).

14. STAFFING SCHEDULE

14.1 The total implementation period will be the construction period for all contact packages and 3 month trial run with Defect Liability Period of 12 months for all contract packages. The Consultant will assist the Agency's in management of civil contract, besides finalizing the details/formats/schedules to be followed during the project implementation stage.

14.2 The site supervision team would be mobilized immediately after award of contract or as directed by the Employer. During the defect liability period, the Resident Engineer of the concerned package will inspect the works once in a month and submit the report through Team Leader for which proportionate payment will be made.

14.3 The consultant may propose various categories of technical and administrative support staff and the corresponding man-month requirements. Man-month

requirements for each category as proposed by the consultant will generally be considered as ceiling for each category which may be extended with prior approval of the Agency.

- 14.4** After award of the contact the Agency expects all the proposed key personnel to be available during implementation to the contract as per the agreed staffing schedule. The Agency will not consider substitutions during contact implementation except under exceptional circumstances. In case of such replacements, the consultant will ensure that there is a reasonable overlap of at least one month between staff to be replaced and replacement, at the cost of the consultant.
- 14.5** The Agency may ask for mobilization or demobilization of some key personnel with one-month prior notice as per requirement and progress of civil work.

15. SERVICES AND FACILITIES TO BE PROVIDED BY THE AGENCY

15.1 THE CONSULTANTS ARE REQUIRED TO QUOTE THEIR RATES FOR OTHER INCIDENTAL EXPENSES ON MONTHLY BASIS FOR PROVIDING THE FOLLOWING FOR THEIR OWN USE: The details mentioned below is minimum what is required to be deployed by the consultant:

- (i) All Office Expenses (One office of Team Leader at Satna (MP) + office of Resident Engineer at two MVRWSS sites) shall to be on monthly hire basis.
- (ii) Total number of minimum 10 Vehicle (hard top jeep) 8 for RE offices one for TL and other for pool use of DTL, 28 Number of two wheelers inclusive of hire charges diesel/ Petrol, wages of driver, maintenance etc.
- (iii) Computers 6 desktop (4 TL office + 2 for two RE site offices) and 28 laptop to Field Engineer level, with minimum configuration as **Intel Core i3**, 4 GB DDR RAM, 500 GB Hard Disk, 32/64 bit graphics card with internet/Wi-Fi connectivity, office furniture and equipment etc. on hire basis per office along with all latest compatible software as per requirement of the Agency.
- (iv) Any other incidental cost like survey equipment including the equipment required during construction to regulate the quality of construction on hire basis.
- (v) The rental for running the office which is to be included in the other incidental expenses shall comprise to run the consultant's office items like desks, chairs, computer table, cupboards, filing cabinet , meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted.
- (vi) The rental for deployment of office equipments which is to be included in the other incidental expenses shall comprise to run consultant's office

items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted.

15.2 The rental cost for all these items will be included in the financial proposal and shall be considered for evaluation.

15.3 In case employer decides to provide any or all of these items either by procuring it from the contractor or by supplying the material already available with employer, these services may not be taken from the consultant. But cost of these items are required to be provided in the financial proposal as per Para 15.1 and 15.2 above

16 The quality control laboratory for performing various types of tests shall have to be arranged by the Contractor including the testing personnel. The supervision consultant will perform all the required tests and supervise all the tests done by the contractors. Financial cost for setting up of laboratory and equipment and testing need not made in financial proposal.

17 Employer will provide to the consultants the copies of all the project reports including design and drawings and relevant data bases collected by the design consultants. One set each of designs and drawings shall be maintained at Engineer's office at Satna and also at each site office.

18 TRAINING

18.1 Deleted.

19 DEFICIENCIES OF SERVICES

Deficiencies in the services on part of supervision consultant may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and /or debarment etc. By the Agency sample deficiencies may includes

- *Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates etc.*
- *Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.*
- *Failure to give proper and timely advice to Agency/contractor to enable correction during execution.*
- *Delay in design and withholding approvals etc.*
- *Recommending extension to the contractor with a view to extending duration of supervision services.*
- *Refusing to give reasons for decisions when called for by the Agency.*
- *Not being fully conversant with manuals, specifications, standards, Agency's /Ministry's guidelines and requirement of the project to be following during construction.*

- *Certifying substandard work for payment.*
- *Not exercising required scrutiny non-approval of temporary stretch/works.*
- *Lack of proper coordination with contractors and Project Engineer/Agency's representative to ensure smooth implementation of projects.*
- *Permitting subletting of any part/major works without authorization. Delay in mobilization of required staff at any stage of the contract.*

SECTION- 6

Project Management Consultant (PMC)

(This agreement shall attract Stamp Duty at the rate of 0.25% of the agreement amount subject to maximum INR25000.00)

AGREEMENT FOR

CONSULTANT'S SERVICES

Between

[Madhya Pradesh Jal Nigam Maryadit] And [Name of consultant]

AGREEMENT

This AGREEMENT is made on this _____ day of _____, 2018 among the _____ [Name and Address of Employer] (herein after referred to as MPJNM 'Agency') which expression shall where the context so admits, includes (herein after called the 'Consultants') on the third part which expression shall where the context so admits, includes his successors in office and assigns.

WHEREAS

- (a) The Agency intends to carry out 9 MVRWSS Project as defined (hereinafter called the Project) in accordance with the NRDWP/CPHEEO Guidelines;
The Agency has requested Consultant to provide certain Consulting services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the Services);
- (b) The Consultants, having represented to the Agency that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;

NOW THEREFORE the parties hereto hereby agree as follows: -

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

- (a) The General Conditions of Agreement (hereinafter called 'GC');
- (b) The Special Conditions of Agreement (hereinafter called the 'SC');

The following document and Appendices: Section 1 - Letter of Invitation. Section 2 - Instructions to Consultants including Data Sheet. Section 3 – Technical Proposal Standard Forms. Section 4- Financial Proposal Standard Forms. Section 5 - Terms of Reference. Section 6 - Standard Form of Contract and General Conditions of Contract, Special Conditions of Contract. Appendix I to Appendix V.

All related correspondence exchanged between the Agency and the Consultant.

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

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

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

FOR AND ON BEHALF OF MPJNM

FOR AND ON BEHALF OF CONSULTANT

[Name of the Consultant] By
.....
[Authorised Representative]

Witness 1 AND 2

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

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

By..... (Authorised Representative)

GENERAL CONDITIONS OF AGREEMENT (GC)

1. GENERAL PROVISIONS

1.1 Definitions:

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

- ‘Applicable Law’ means the laws and any other instruments having the force of law in the India and the State of Madhya Pradesh. In relation to activities in that State, as they may be issued and in force from time to time;
- ‘Agency’ means the Madhya Pradesh Jal Nigam Maryadit. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions;
- ‘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;
- ‘Authorized Representatives’ is the person named in Clause 1.7 of GC to execute the agreement and administer the contract;
- ‘Bank’ means any Scheduled or Institutional bank so designated by the Madhya Pradesh Jal Nigam Maryadit for their banking transactions relating to this agreement;
- ‘Consultant’ means their Personnel engaged for carrying out of services under this agreement;
- ‘MPJNM’ means Madhya Pradesh Jal Nigam Maryadit;
- ‘Managing Director’ means an Officer designated as Managing Director of the Madhya Pradesh Jal Nigam Maryadit;
- ‘Effective Date’ means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- ‘General Manager’ means General Manager of concerned Project Management Unit or Project Implementation Unit;
- ‘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;
- ‘Key personnel’ means the personnel referred to in Clause 4.2(a) hereof;
- ‘NDB’ means New Development Bank;
- ‘Party’ means the agency or the Consultants, as the case may be, and Parties means both of them;
- ‘PMU’ means Project Management Unit of NDB assisted project at Bhopal head office

of MPJNM;

- ‘PIU’ means Project Implementation Unit of NDB assisted Project;
- ‘Services’ means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the Term of Reference (TOR) Section 5 hereof;
- ‘Starting Date’ means the date referred to in Clause 2.3 hereof;
- ‘Third Party’ means any person or entity other than the Government, the Agency, or the Consultants.

1.2 Relation between the Parties:

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

1.3. Law Governing the Agreement:

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

1.4. Language & Headings:

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

1.5 Notices:

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

Agency Consultants: -----

Name and Address to be given Attention: -----

Phone: ----- Phone.

E-mail: ----- E-mail. Fax: -----Fax:

[Note: Fill in the blanks]

1.5.2 Notice will be deemed to be effective as follows:

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

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

1.6 Location:

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

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

For the Agency	For the Consultant
Chief General Manager	_____
Phone +91 755 2579034-35	Phone - _____

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 Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

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

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement:

This agreement shall come into force and become effective on the date (the ‘Effective Date’) of the Employer notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of this agreement have been met. Provided that the Agreement may become effective in different participating States on different dates.

2.2 Termination of Agreement for Failure to Become Effective:

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

party with respect hereto.

2.3 Commencement of Services: The Consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC of this agreement.

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

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

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

2.7 Force Majeure

2.7.1 Definition:

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

2.7.3 Consultation:

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

2.7.4 Extension of Time:

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

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

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

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

2.9 Termination

2.9.1 a) By the Agency: The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement: If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of

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

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

2.9.2 By the Consultants:

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

- (a) If the Agency fails to pay any money due to Consultants pursuant to this agreement and not subject to dispute pursuant to Clause 10 of this agreement hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Agency is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 of this agreement hereof.

2.9.3 Cessation of Rights and Obligations:

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

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

2.9.4 Cessation of Services:

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

2.9.5 Payment upon Termination:

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as

faithful advisers to the Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-consultants or Third Parties.

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

3.2 Conflict of Interests

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

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

3.2.3 Consultants and Affiliates not to engage in certain activities: The Consultants agree that, during the term of this agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities: The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of 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 Agency's business or operations without the prior written consent of the Agency.

3.4 Limitations of the consultant's liability towards Agency:

Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, or the State's property, shall not be liable to Agency or the State, as the case may be:

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

3.5 Accounting, Inspection and Auditing:

The Consultants shall:

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

3.6 Reporting Obligations: The Consultants shall submit to the Agency the reports and documents specified in Clause 7 of TOR (Section 5) hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

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

3.8 Equipment and Materials furnished by the Agency: Equipment and materials

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

Equipments and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

3.9 Insurance to be taken Out by the Consultant:

The Consultants shall:

- (i) Take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified below; and
- (ii) At the Authority's request, provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- (iii) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel or any sub Consultant or their personnel for the period of the Consultancy; and
- (iv) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant and of any Sub Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate

3.10 Consultants' Actions Requiring Agency's Prior Approval

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

- (a) appointing such members of the Personnel as are listed in Section 5, TOR, (Consultant's Key Personnel) merely by title but not by name;
- (b) any other action that may be specified in the SC.

4. CONSULTANT'S PERSONNEL

4.1 General: The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel:

The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Section 5, TOR.

- 4.3** If additional work is required beyond the scope of the Services specified in TOR, the estimated time-input for the Key Experts may be increased by agreement in writing between the Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 6.1(C), the Parties shall sign a Contract amendment. The contract amendment rates will be increased/decreased in proportion to the change in the Consumer Price Index, issued by the Central Statistics Office, Ministry of Statistics and Program Implementation, GOI from the date of signing of contract to the date of Contract amendment.

4.4 Approval of Personnel:

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

4.5 Removals and / or Replacement of Personnel:

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

- 4.6 Team Leader and Dy. Team Leader:** The Consultants shall ensure that at all times during the Consultants performance of the Services, under this agreement, a Team leader/ Dy. Team leader in the Project Management office at Bhopal acceptable to the Agency, shall take charge of the performance of such services.

4.7 Working Hours, Overtime, Leave, etc.

- 4.7.1** Working hours and holidays for Experts are set forth in Appendix V.

- 4.7.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix V, and the Consultant's remuneration shall be deemed to cover these items.
- 4.7.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Agency and Consultant shall ensure that expert's absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1 **Payment:** In consideration of the Services performed by the Consultants under this agreement, the Agency shall make to the Consultants such payments and in such manner as is provided by GC Clause 6 of this agreement.
- 5.2 **Access to Land:** The Authority warrants that the Consultants shall have free of charge unimpeded access to all land in the State of M.P. in respect of which access is required for the performance of the Services.
- 5.3 **Assistance and Exemptions** Unless otherwise specified in the SC, the Authority shall use its best efforts to ensure that the Government shall:
- 5.3.1 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.
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates;

- A) The payment to the Consultant in consideration of the services rendered by him shall be made on the monthly basis. The payment shall be calculated on the basis of time actually spent by such Personnel in the performance of the services after the date determined in accordance with Cl.2.3 or such other date as parties may agree in writing. Such remuneration shall be subject to price adjustment as specified in SC.

- B) Except as may be otherwise agreed under GC Clause 2.6, payment under this agreement shall not exceed the ceilings specified as under. The Consultants shall notify the Authority as soon as cumulative charges incurred for the services have reached 80% of ceilings.
- C) **The Ceiling amount is INR 13.44 Crore**

6.2 Currency of Payment:

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

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

6.4 Mode of Billing and Payment:

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

- (a) The Agency shall cause to be paid to the Consultants an advance payment as specified in the SC and as otherwise set forth below. The advance payments will be due after provision by the Consultants to the Agency of a Bank Guarantee by a Bank acceptable to the Agency in an amount (or amounts) specified in SC, such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix III hereto or in such other form as the Employer shall have approved in writing;
- (b) As soon as practicable and not later than the Fifteen (15) days after the end of each calendar month, during the period of services, the Consultant shall submit to Agency in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC Clauses 6.3 and 6.4 for such month;
- (c) The Agency shall cause the payment of the Consultants periodically as given above within thirty (30) days after the receipt by the Agency of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the consultants, the Agency may add or subtract the difference from any subsequent payments;
- (d) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Agency. The services shall be deemed completed and finally accepted by the Agency and the final report and final statement shall be deemed approved by the Agency as satisfactory,

ninety (90) calendar days after receipt of the final report and final statement by the Agency unless the Agency, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount, which the Agency has paid or caused to be paid in accordance with this clause, in excess of the amounts actually payable in accordance with the provisions of this agreement, shall be reimbursed by the Consultants to the Agency within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Agency for payment must be made within six (6) calendar months after receipt by the Agency of a final report and a final statement approved by the Agency in accordance with the above.

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

7. FAIRNESS AND GOOD FAITH

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

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

8. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED

As per Para 5 of the TOR (Section 5) the Consultant is required to provide the Key Personnel with qualification and experience as laid down therein. The team given in Technical Proposal will have to be employed on the work. No replacement will be allowed for six months. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Agency. If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant as specified in Clause 8.2 of the TOR (Section 5). In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract

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

10.3 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between Consultant and the Agency as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the Adjudicator **nominated by the Government of Madhya Pradesh, Public Health Engineering Department** within 14 days of arising of such disputes. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute. Performance under the Contract shall continue notwithstanding the reference to the Adjudicator.

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

10.5 Except where the decision has become final, binding and conclusive in terms of sub Clause 10.4 above, the disputes or difference shall be referred for Adjudication through arbitration by a sole Arbitrator appointed by MPJNM

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

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

10.8 Miscellaneous:

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital, Bhopal.
- (b) The English language shall be the official language for all purposes;

and

- (c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

11. JURISDICTION

The Agreement has been entered into at Bhopal and its validity, construction, interpretation & legal effects shall be to the exclusive jurisdiction of the courts of Madhya Pradesh. No other jurisdiction shall be applicable.

SPECIAL CONDITIONS OF AGREEMENT (SC)

Number of Amendments of, and Supplements to, Clauses in the GC General Condition of Agreement.

- 2.1** The agreement shall come into force and effect on date order to commence services is issued by Agency.
- 2.2** The time period shall be 15 days unless any other time period parties may agree in writing.
- 2.3** The time period shall be 15 days unless any other time period parties may agree in writing.
- 2.4** The time period shall be [39] months unless any other time period parties may agree in writing.
- 3.7** The Consultant shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Agency.

3.10(b) The other actions are:

Taking any action under a civil works agreement designating the Consultants as 'Engineer', for which action, pursuant to such civil works agreement, the written approval of the Employer (Agency) as 'Employer' is required.

- 4.6** The person designated as Team Leader/Dy. Team Leader in TOR shall serve in that capacity, as specified in Clause GC 4.5.
- 6.1** Payments for remuneration made in accordance with Clause GC 6:1 shall be adjusted as follows:

- (1) Remuneration of employed personnel pursuant to the quoted rates shall be adjusted only once after 12 months from the date of commencement by increasing it by a factor of increase in Consumer Price Index issued by the Central Statistics Office, Ministry of Statistics and Program Implementation, GOI.
- (2) Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

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

- (1) An advance payment of 10% of total payable amount shall be made on receipt of request, within 30 days after request with advance payment bank guarantee. The advance payment will be set off by the Agency in 8 equal monthly installments of principal amount + interest @ 10% per annum, against the payments of the service;
- (2) The bank guarantee shall be for the period of agreement for the amount to be paid as advance payment.

General Scope of Work & Tasks of Key International Water Supply Specialist

- Undertake review of the technical and operational soundness of at least TWO schemes and identify gaps, risks and suggest improvements on overall implementation for ensuring sustainable service delivery.
- Review the technical specifications and service delivery targets proposed in the contracts and suggest improvements and additions if any for ensuring quality and timely completion of construction and ensuring effective service delivery to customers.
- Review the detailed engineering designs, quality assurance plans and service delivery plans, submitted by the contractors for at least TWO schemes and suggest improvements for ensuring continuous pressurized and sustainable water supply in scheme villages.
- Develop and establish focused policies for ensuring coverage of water networks and connections to the entire population in the scheme area especially simplifying and setting in place easy to implement procedures and policies for servicing rural poor households.
- Verifying the financial projections of capital and operating costs and revenue recovery potential and determining operating subsidies.

FORM OF PERFORMANCE BANK GUARANTEE

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

Dear Sir(s)

WHEREAS _____ [name and address of Consultant] (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide Consultancy services for the MPJNM Project [Project name and brief description of Works] (hereinafter called “the Contract”) AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by Scheduled or Institutional Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of INR _____ [amount of guarantee] (*) _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said amount from the Consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Consultancy Services to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until (i.e.) 6 months from the date of completion of consultancy services.

Signature and Seal

Name of _____ Bank/Financial

Institution Address _____

Date

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

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

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

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

Appendix: III FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]

[address of Employer]

Dear Sir(s)

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Consultant
Signature _____ and
Seal: _____ Name of Bank/Financial
Institution: _____ Address: _____
_____ Date: _____

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

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

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

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

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

Working Time, Holidays and Leaves

1.	Working Time	9 am to 5 pm
2.	Holidays	in a calendar year I. All Sundays II. 3 National, Holidays (26 January, 15 August and 2 October) III. 7 other holidays as mutually agreed upon between Agency and Consultant.
3.	Leaves	Consultant staff will not be eligible for any leaves except 12 Casual Leaves in a calendar year.

1. One working (billable) day shall be not less than eight (8) working (billable) hours.
2. Months are counted from the date of the mobilization. Working days in a month of the Agency office will be considered as one month for consultants working.
3. All inputs would be Field office Inputs However, if the consultant requires to perform any part of the assignment at Home Office, the extent of work performed at Home office and number of days that would be required to perform the assignment should be informed in advance to the Agency and such work to be undertaken only after the approval of the Agency. Remuneration would be same for home office and field office inputs.
4. The claims of the remuneration of the consultant staff should be accompanied by a Time sheet and work report (in the format agreed during negotiation) duly signed by the Team Leader.