Government of Chhattisgarh
PUBLIC WORKS DEPARTMENT

DETAILED DOCUMENT

CONSULTANCY SERVICES FOR SURVEY, SOIL INVESTIGATION (CONFORMATORY BORING), PREPARATION OF DETAILED PROJECT REPORT WITH DETILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER -RCPLWE -II (Additional List) IN STATE CHHATTISGARH

Issued by

SUPERINTENDING ENGINEER
PUBLIC WORKS DEPARTMENT
BRIDGE CONSTRUCTION CIRCLE
RAIPUR (C.G.)

CHHATTISGARH PUBLIC WORKS DEPARTMENT
BRIDGE CONSTRUCTION CIRCLE

SIRPUR BHAVAN CAMPUS, CIVIL LINES RAIPUR Phone -(0771) 2426515
Fax no.-0771 2424360

Tender Form

Issued to: ……

……

……

Name of Work: CONSULTANCY SERVICES FOR SURVEY, SOIL INVESTIGATION (CONFORMATORY BORING) PREPARATION OF DETAILED PROJECT REPORT WITH DETILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER - RCPLWE -II (ADDITIONAL LIST)IN STATE CHHATTISGARH

District - **Concerned and**

Probable length of bridges to Survey/DPR to be prepared, as per list below :-

S.No.	***District***	***Name of work***	***Tentative Length of Bridge (in Meter)***	***Tentative Project Cost (Rs. In Crore)*** As per F,No.P-17034/1/2017-RC(FTS-359106) MORD New Delhi Date 29th January 2019
1	Kondagaon	Construction of Bridge across Barda river in k.m. 4/8 on Phunder-Odagaon road.	160.00	7.00

Cost of Tender Form: Rs 500/- (Rs. Five Hundred only) in form of Non-refundable Demand Draft in favor of The Executive Engineer Public Works Department, Bridge Construction Division Jagdalpur Chhattisgarh of any Nationalized /Scheduled bank, payable at Jagdalpur (c.g.)

Time allowed for Completion: - 03 Months i/c Rainy season from date of work order.

Superintending Engineer
P.W.D.Bridge Circle ,
Sirpur Bhawan Campus,
Civil Line, Raipur (C.G.)

CHHATTISGARH PUBLIC WORKS DEPARTMENT
BRIDGE CONSTRUCTION CIRCLE

SIRPUR BHAVAN CAMPUS, CIVIL LINES RAIPUR Phone -(0771) 2426515
Fax no.-0771 2424360

NIT No. 05 /G/Bridge/2019-2020 **Raipur, Dated 31-05-2019**

1st Call

Sealed tenders are invited from the reputed and experienced Consultants for Survey, Investigation and Preparation of Detailed Project Report for Bridge Works situated in following Distt. Of length in metre as per details below:-

S.No.	*District*	*Name of work*	*Tentative Length of Bridge (in Meter)*
1	Kondagaon	Construction of Bridge across Barda river in k.m. 4/8 on Phunder-Odagaon road.	160.00

1. Detailed information docket may be downloaded from official Departmental website **www.cg.nic.in/pwdraipur & www.cgstate.gov.in** or may be obtained from the office of the undersigned during office hours. RFP along with the RFP document Cost of Rs. 500/- (Rs. Five Hundred only) in form of Non-refundable Demand Draft, Earnest money Rs. 10,000/- (Rs. Ten Thousand only) in the form of FDR/TDR in favor of The Executive Engineer Public Works Department, Bridge Construction Division Jagdalpur Chhattisgarh of any Nationalized/Scheduled bank, payable at Raipur, Chhattisgarh, must be delivered through Speed/ Registered(A.D.) post only on the address below to reach on or before 18-06-2019 by 17.00 Hrs. IST.

2. The following Schedule is to be followed for the assignment:

1.	Deadline for Purchasing RFP Document from office or downloading from the website	15-06-2019
2	Last date of Submission of Queries	06-06-2019
3	Pre Proposal meeting in S.E.PWD Bridge Circle Raipur	07-06-2019, 16:00 Hrs. IST
4	S.E.PWD Bridge Circle Raipur response to the Queries	09-06-2019
5	Deadline for submission of Proposals	18-06-2019, 17:00 Hrs. IST
6	Opening of Technical proposals	19-06-2019, 16:00 Hrs. IST
7	Date of opening of Financial bids	To be intimated later on to technically qualified bidders.

2. Other details and terms and conditions can be obtained from office of Superintending Engineer PWD Bridge Circle Raipur.

3. The Detailed Project Report shall be prepared on the basis of guidelines / instruction issued by Superintending Engineer PWD Bridge Circle Raipur.(The DPR Template is enclosed)

4. Modifications/Amendments/Corrigendum, if any shall not be advertised in the news papers but, shall be published in the aforesaid web site only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

Superintending Engineer
P.W.D.Bridge Circle ,
Sirpur Bhawan Campus,
Civil Line, Raipur (C.G.)

CHHATTISGARH PUBLIC WORKS DEPARTMENT BRIDGE CONSTRUCTION CIRCLE
SIRPUR BHAVAN CAMPUS, CIVIL LINES RAIPUR Phone -(0771) 2426515
Fax no.-0771 2424360

DETAILED DOCUMENT

CONSULTANCY SERVICES FOR SURVEY, SOIL INVESTIGATION (CONFORMATORY BORING), PREPARATION OF DETAILED PROJECT REPORT WITH DETILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER - RCPLWE -II (ADDITIONAL LIST)IN STATE CHHATTISGARH

1. Superintending Engineer, PWD Bridge Construction Circle, Raipur (C.G.) invites proposals to provide the consultancy services for complete survey, investigation, study and preparation of DPR with detailed drawing & design of long Length bridges having length equal to or more than 60 m.
2. Offline Technical offers are invited in format given in Annexure-II for the above work in the manner as prescribed in letter of invitation and request for proposal (RFP).
3. The financial proposals are invited in format given as **Annexure-IV** on percentage of DPR cost of bridges having Length equal or more than 60 m.
4. The design and planning of long Length bridges along with drawing, estimate & DPR must be prepared for overall 8.4 M width with carriage way 7.5 m wide as well as 5.5 M. width of bridges and there cost wise differences.
5. Total contract period for submission of DPR is **03 months Excluding rainy season**. Work order for additional sub projects if any should be issued only after submission of all DPR of original work order.
6. Pre bid conference at SE PWD Bridge Circle Raipur will be held at Sirpur Bhawan Campus, Civil Lines Raipur on **07-06-2019 16:00 Hrs. IST**
7. The amount of Earnest Money is as shown in **Appendix-I**
8. Location of Bridges can be viewed in **Annexure-VI.**
9. The letter of invitation and bid documents etc are enclosed herewith. Details of work are given in enclosed **Appendix-I.** The conditions in enclosed documents are required for consultancy package.
10. Last date of receipt of completed offer is **15-06-2019 5:00 PM** for EMD & Technical Bid & Financial Bid.
11. Technical offers will be opened **As per Time Schedule** in presence of consultant(s)/representative(s), who choose to be present. The Technical Evaluation will be done first and offline financial offers of only qualified bidders will be opened **As per Time Schedule** in presence of consultant(s)/representative(s), who choose to be present. No written information will be given for this.

Enclosure: - As above

Superintending Engineer
P.W.D.Bridge Circle , Sirpur Bhawan Campus,
Civil Line, Raipur (C.G.)

OFFICE OF THE SUPERINTENDING ENGINEER
CHHATTISGARH PUBLIC WORKS DEPARTMENT BRIDGE CIRCLE
SIRPUR BHAVAN CAMPUS, CIVIL LINES RAIPUR *(C.G.)*

Letter of Invitation

SUBJECT : - CONSULTANCY SERVICES FOR SURVEY, SOIL INVESTIGATION (CONFORMATORY BORING) PREPARATION OF DETAILED PROJECT REPORT WITH DETILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER - RCPLWE -II (ADDITIONAL LIST)IN STATE CHHATTISGARH

1 INTRODUCTION: -

1.1 The Government of Chhattisgarh, PWD bridge is a nodal Department for construction of Major Bridges, Fly Over Bridge & Railway Over Bridge in the state.

1.2 You are invited to submit technical and financial offers for consulting services required for the assignment named in the attached **(Appendix–III)** RFP data sheet (hereinafter referred to as Data sheet). Your proposal will form the basis for negotiations and ultimately drawing a contract between your firm and the PWD Bridge Circle Raipur (C.G.) (hereinafter called the Employer named in the data sheet).

1.3 To obtain first hand information of the assignment and local conditions, you are requested to pay a visit to the project site and Executive Engineer of concerned package is PWD Bridge Division Jagdalpur, before submitting the proposal. You must fully aware of the local conditions and take them into account in preparing your proposal. Name of Road and Bridge will be based on the feasibility report & priority list of RRP-III.

1.4 Please note the following :

1.4.1 All Costs of preparing the proposal including visits to the Employer and the project area, are not reimbursable as a direct cost of the assignment.

1.4.2 The Employer is not bound to accept any of the proposals submitted by you.

1.5 All the proposals must be physically signed as detailed below:

1.5.1 By the proprietor in case of a proprietary firm.

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

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

2 DOCUMENTS: -

2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data sheet.

2.2 At any time before the submission of the proposals, the Employer/Project Implementation Unit may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Documents by amendment. The amendment will be notified in writing or e-mail Consulting firms and will be binding on them. The Employer may at his discretion extend the deadline for submission of proposals.

3. PREPARATION OF THE PROPOSAL: -

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

3.1 Technical Proposal

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

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

(i) Total assignment period is 03 Months i/c rainy season as indicated in (Appendix-1). You should feel free to make your own assessment considering the requirement of the work out put as per the requirement of the TOR, including your assessment of the support personnel both technical and administrative and submit your proposal on the basis of assignment and period of completion which you consider necessary to undertake the assignment. However the consultant will have to deploy the minimum number of key persons as indicated in TOR. The consultant shall have the complete responsibility for the timely completion of assignment and no additional fee on any account shall be paid for.

(ii) No alternative key professional staff may be proposed and only one Curriculum Vita (CV) may be submitted for each position.

(iii) The availability of all key personnel must be ensured at site during the period shown in the manning schedule; and

(iv) A good working knowledge of English and Hindi language is essential for key professional staff on this assignment.

(v) All reports must be in the English language.

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

(i) Firm's organization, structure and relevant experience (including details of the previous experience and project sheet).

(ii) Any comments or suggestions on Terms of Reference and data.

(iii) Description of methodology and work plan for performance of assignment.

(iv) Details of equipments, including all surveying and investigation equipments vehicles, office infrastructure, communication facilities, their respective numbers and details of licenses for equipments and software proposed to be used for the assignment;

(v) The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed by the various experts are given in **Annexure –II**. The tasks to be assigned to each named member of your proposed team should be decided by the Consultant. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.

(vi) *Curriculum Vita (c.v.)* **recently signed with date by the proposed key professional staff and also the authorised official of the firm**. The key information shall be as per the format given in **Annexure-III**.

(vii) Proposed work programme for the execution of the services, illustrated with bar chart and activities, Critical Path Method (CPM) Program Evaluation Review Technique (PERT) type graphics. Composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.

3.2 Financial Proposal

3.2.1 **The financial proposal shall be submitted offline only as percentage of DPR cost of bridges. The format for the financial proposal is given in Annexure-IV.**

3.2.2 Financial proposals shall include component of key personnel and supporting staff as well as the lump sum component (i.e. support staff, transportation, equipment, vehicles, communication facilities etc.). The expected inputs and the minimum requirements/standards to be maintained for the lump sum component is furnished in the above mentioned Annexure.

3.2.3 The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks you may think should be carried out in order to meet the objective of the project.

3.2.4 The financial proposals shall take into account all the tax liability, service taxes and cost of insurance etc, etc, if any, specified in the Data sheet.

3.2.5 All payments shall be made in Indian Rupees by the concerned EE, PWD Bridge Construction, Division Jagdalpur by A/C Payee cheque only. The commission/draft charges etc. shall be borne by the consultant.

4. Submission of Proposals: -

4.1.1 Consultants must submit one proposal for one package.

4.1.2 The Manual proposals shall be in one Outer Envelope and Three separate envelopes, one clearly marked as Earnest money second clearly marked as Technical Proposals and Third as financial proposal.

In case of Manual submission EMD, Technical Proposals and Financial Proposal must be submitted before the time and date mentioned in the Data sheet.

4.1.3 The Technical proposals must contain no inter lineation or overwriting except as necessary to correct errors made by the consultants themselves , in which cases such corrections must be dated initialed by the persons or persons signing the proposals with their seal.

4.1.4 Your proposal shall remain valid for 120 days as stated in the Data sheet from the closing date during which you must maintain available the professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations at the location stated in the Data sheet within this period.

5. Proposal Evaluation: -

A two-stage procedure will be adopted in evaluating the proposals;

(i) A technical evaluation, which will be carried out prior to opening the financial proposals; before the financial evaluation.;

(ii) A financial evaluation,

5.1 Evaluation of Technical Proposal:-

The evaluation committee appointed by the Employer will carry out its evaluation applying the evaluation criteria as under: -

<u>Criteria for Evaluation of Technical Proposal: -</u>

Only those consultants who fulfill following criteria shall be eligible for consideration: -

(i) Consultant should have in house qualified key personnel listed in **Annexure-II** for offered by him.

(ii) The consultant should have satisfactory completed as prime consultant at least one similar nature of work of bridges for which bid is invited for surveying estimating and preparation of Detailed Project Report of bridges having length equal to or more than **60 m** in any one year of last 5 year.

(iii) Information regarding Details of DPR prepared by consultant is to be submitted as per **Annexure-VII**

5.2.1 Evaluation of Financial Proposal: -

The evaluation committee appointed by the Employer will then examine the financial proposals of only those consultants who are declared as fully qualified from Technical Aspects. The decision of the Employer in this regard shall be final, binding & conclusive at the sole discretion of Employer. This appointed evaluation committee would determine if the financial proposals are complete and after approval of the competent authority (if necessary and after due negotiation), successful consultant shall be notified accordingly. The competent authority shall reserve all rights to accept or reject any or all proposals without assigning reason for their decision.

6. Award of Consultancy Contract: -

6.1 The Consultancy Contract will be awarded to the successful consultant. Other consultants will be informed that their offers have not been accepted. Successful consultant shall draw agreement with the Employer/ PIU/EE or their authorized personal(s) in the prescribed form as given in **Annexure-V**. The consultants shall have to procure stamp paper (non-judicial of appropriate amount for executing the agreement after depositing performance security in shape of Fixed Deposit Receipts/ Bank Guarantee of 5% of contract amount. The Bank Guarantee (s) shall not be less than for period of 30 month. Performance security shall be released after 6 month of satisfactory completion of the assignment. If performance of the consultant is not found satisfactory this security will be liable to be forfeited. In addition action under other clauses of the contract shall be initiated.

6.2 The selected Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

7. Contact Persons: -

Superintending Engineer
Phone: 0771-**2426515**, Fax: 0771-**2424360**

Superintending Engineer
P.W.D.Bridge Circle , Sirpur Bhawan Campus,
Civil Line, Raipur (C.G.)

Appendix I

CHHATTISGARH PUBLIC WORKS DEPARTMENT BRIDGE CONSTRUCTION CIRCLE

SIRPUR BHAVAN CAMPUS, CIVIL LINES RAIPUR *(C.G.)*

NIT No ..... Raipur Date .....

INVITATION OF CONSULTANCY SERVICES FOR SURVEY, SOIL INVESTIGATION (CONFORMATORY BORING), PREPARATION OF DETAILED PROJECT REPORT WITH DETILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER -RCPLWE -II (ADDITIONAL LIST)IN STATE CHHATTISGARH

Tender are invited for and on behalf of Chhattisgarh PWD Bridge Circle from the Consultants for consultancy services for survey, investigation, study and preparation of DPR with detailed drawing & design for Construction of bridges under PWD Bridge Circle Raipur in Chhattisgarh as per details in the table given below:-

S.No.	***District***	***Name of work***	***Tentative Length of Bridge (in Meter)***	***Tentative Project Cost (Rs. In Crore)*** As per F,No.P-17034/1/2017-RC(FTS-359106) MORD New Delhi Date 29th January 2019
1	Kondagaon	Construction of Bridge across Barda river in k.m. 4/8 on Phunder-Odagaon road.	160.00	7.00

2. The tender documents containing detailed terms & conditions are available for free download on Portal www.cg.nic.in/pwdraipur & www.cgstate.gov.in through Public Work Department http://pard.cgeprocurement.gov.in. Bidders have to quote offline their prices along with Technical and Financial bids in prescribed formats on the above mentioned previously.
3. The Bidders intending to participate in this Tender are required to get enrolled on the above mentioned website and get empanelled on the Sub – Portal www.cg.nic.in/pwdraipur & www.cgstate.gov.in of Public Work Department. Enrolment on the above mentioned Portal is mandatory kindly see the detail instruction as mentioned in **Annexure-VIII**.
4. The Tender will be opened in the presence of the bidders or his / their representative who may choose to be present.
5. The time schedule for tender process is enclosed.
6. The Bidder needs to pay bid submission fee as per offline. To know available offline payment options bidder may read Tender Document very carefully
7. Pre-bid conference will be held in office of the Superintending Engineer Public Work Department Bridge Circle, Sirpur Bhavan Campus, Civil Lines, Raipur. Contractors/Consultants may send their queries online using the Post Query feature for the particular tender. The date and time of pre-bid conference & sending email or by Post queries are as per time schedule enclosed.
8. The bidders are required to submit three envelopes containing **Envelop-A** e Earnest Money details along with technical Bid **Envelop-B** (technical qualification documents) and the financial bid **Envelop-C** offline only up till the prescribed date and time.

9. The bidders will submit their Earnest Money Deposit as usual in a sealed physical 'Cover - A' reach in the stipulated time to department office, by post. The. All document (Technical and Financial) should be submitted offline only. CG PWD is not responsible to any postal delay.
10. All offline Envelopes containing earnest money, technical bid & financial bid will be opened as per time schedule in presence of Bidders or their authorized representative who may chose to remain present.
11. The financial proposals are invited in format given as **Annexure-IV** on percentage of DPR cost of bridges having Length equal to or more than 60 m. To be submitted offline only.
12. Total contract period is ..... months i/c rainy season from the date of work order.
13. The scope of work may vary from (+) 100% to (-) 50%.
14. Other details can be seen in the bidding documents or on CG PWD ETMS website at **http://eproc.cgstate.gov.in**.

15. Those reputed consultants who can carry out the work in this time schedule only need to apply.(The applicants must furnish latest income tax clearance certificate or receipt of return and above mentioned document along-with Technical Bid **Envelop-B**). No technical bid will be opened without appropriate earnest money. Other details and terms and conditions can be obtained from this office or from the Executive Engineer/PWD Bridge Division Jagdalpur.
16. The consultant shall furnish EMD for different works as per table give above in the form of Demand Draft/ FDR payable at Raipur in favour of EE, PWD Bridge Division Jagdalpur, Chhattisgarh (EMD) shall be kept in the envelope clearly marked as Earnest Money. The proposals received without bid security shall not be considered. The EMD is liable to be forfeited if successful bidder fails to execute the agreement within stipulated time from the date of issue of sanction letter.
17. The undersigned has right to extend or cancel the tender without assigning any reason what so ever.
18. Employer shall not accept any responsibility for failures or delay in offline system during the tendering process.
19. Date and time for submission of Envelope-A (EMD) , Envelope-B (Technical bid) and Envelope-C (Financial bid) of bidders is up to 05:00 PM of **18-06-2019** **Time 5.00 PM.**

Superintending Engineer
P.W.D.Bridge Circle , Sirpur Bhawan Campus,
Civil Line, Raipur (C.G.)

Enclosure- II (A)

Project Zone/Circle

PWD BRIDGE CIRCLE RAIPUR

S. No.	Officer's Designation	Address of Project Unit	Phone Number	Name of District
1	**2**	**3**	**5**	**6**
1	Mr. D.K. Agrawal	C.E. PWD Bridge Raipur	0771-2422242	Raipur
2	Mr. B.S. Baghel	S.E. PWD Bridge Raipur	0771-2426515	Raipur
3	Mr. Prabhu Kindo	EE PWD Bridge Jagdalpur	9425502914	Jagdalpur
4	Mr. R.M Sheikh	SDO PWD Bridge Kanker/Dantewada	9179682750	Kanker

Enclosure- II (B)

Project Implementation Units
PWD BRIDGE CIRCLE RAIPUR

S. No.	Officer's Designation	Address of Concerned Officer	STD Code	Phone Number/Mobile No.	Name of District	Email -id
1	**2**	**3**	**4**	**5**	**6**	**7**
1	Chief Engineer	**PWD Bridge Zone**	0771	2422242	**Raipur**	**cebr.raipur@nic.in**
2	Superintending Engineer	PWD, Bridge Circle, Raipur	0771	2426515	**Raipur**	**sebr.raipur@nic.in**
			PIU Offices			
1	E.E. PWD Bridge Division	PIU-1, PWD Jagdalpur	07782	227164	Jagdalpur	eebr.jagdalpur@gov.in

APPENDIX-III

DATA SHEET
Request for Proposal (RFP)

1. **Reference**

1.1 The name of the assignment is :
Consultancy services for survey, investigation, Confirmatory Boring, study & preparation of Detail Project Report with detailed drawing & design for Construction of Long Length Bridges in Rural/MDR/SH Roads constructed under PWD/ part of PWD Core Network.

1.2 **The name of the Employer is:**
Superintending Engineer
Public Work Department, Bridge Circle, Sirpur Bhavan Campus,
Civil Lines, Raipur.

1.3 **The Method of Selection is:** Basically in house organization, experience, quality and Cost based Selection and any other formats as the Employer may need.

1.4 The name(s) and Address (s) of the Officials are:
Mr.
Superintending Engineer (PWD, Bridge) Circle Raipur

1.5 The documents are (TOR and Annexure):

(a)	Appendix —III	:	DATA SHEET for RFP with
	(i) Annexure – I	:	Terms of Reference (TOR)
	(ii) Annexure—II	:	Qualifications for key personnel
	(iii) Annexure—III	:	Format for Curriculum Vitae
	(iv) Annexure—IV	:	Format for financial Proposal
	(v) Annexure—V	:	Format for Agreement
	(vi) Annexure—V-A	:	General condition of Contract
	(vii)Annexure—V-B	:	Special condition of Contract
	(viii) Annexure-VI	:	Location of Brides
	(ix) Annexure-VII	:	Details of DPR prepared by DPR consultant
	(x) Annexure-VIII	:	INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR E-PROCUREMENT SYSTEM
(b)	Appendix-IV(A)	:	Performance Bank Guarantee
(c)	Appendix-IV (B)	:	Form of Bank Guarantee for Advance payment
(d)	Appendix-V	:	Hours of Work for key personal
(e)	Appendix-VI	:	List of Reports, Document and Drawings to be provided by Consultant

2. Tax and insurance:

The consultants and their personnel shall pay all the taxes, duties, fees, levies i/c service taxes and other impositions levied under the existing, amended laws during life of this contract and the Employer shall perform such duties in regard to the deduction of such tax is as may be lawfully required.

3. **Limitations of the consultant's liability towards Employer:**

(A) Except in case of major 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 Employer's property, shall not be liable to Employers: -

1. For any indirect or consequential loss or damage, and For any loss or damage that exceeds: (a) the total payments for services made or expected to be made to the consultant hereunder, and or (b) the proceeds consultant may be entitled to receive from any insurance maintained by the consultant to cover such liability, whichever of (a) or (b) is higher.
2.

(B) The limitation of liability shall not affect the consultant's liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultant in carrying out the services.

(C) The consultant or their personnel, if found to be involved in the major negligence or misconduct, which may cause damage to the interests of the Authority, they shall be liable to the damages severely and or jointly with the works contractor. They or their personnel can also be subjected to the penal action under **Chhattisgarh Vinirdistha Bhrastachar Nivaran Adhiniyam 1982.**

4. Insurance to be taken out by the Consultant :

The risk and coverage shall be as follows : -

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

(b) As the 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;

5. Time frame: -

The work order will be issued as per requirement of PWD Bridge. The Consultant is required to complete each work order approximately within the period of 3 month from date of issue of each work order. Reports must be written in the English language in elaborating the proposed work plan and methodology.

This Item is Deleted.

6. The address is:

Superintending Engineer, PWD Bridge Circle Raipur, Sirpur Bhavan Campus, Civil Lines, Raipur-492001(CG)

Telephone 0771- 2426515**, Email- id : sebr.raipur@nic.in**

7. The envelopes must be clearly marked as below

The Bidder shall place the proposal in one outer Envelop in which three separate inner envelopes marked as "Earnest Money", "Technical Bid" and "Financial Bid" shall be placed. The envelopes will have markings as follows:

Outer Envelope: NIT Number: (as in NIT), **Name of Works** and **Name of Firm**.

Inner Envelopes

Earnest Money: NIT Number: (as in NIT), **Name of Works** and **Name of Firm**.

Technical Bid: NIT Number: (as in NIT), **Name of Works** and **Name of Firm.**
Financial Bid: NIT Number: (as in NIT), **Name of Works** and **Name of Firm**

8. Commencement of the Assignment (date, location): The consultant shall begin carrying out services within 15 days of the date of effectiveness of the contract at the locations as required for the project stated in the TOR. If required the consultant shall hold meeting with the Employer or their authorized personnel at the state and at District level – before actually starting the work on ground.

Annexure-I

TERMS OF REFRENCE (TOR)

ASSIGNMENT OF COMPLETE ENGINEERING AND OTHER SURVEY, FULL INVESTIGATION STUDYAND PREPARATION OF DETAILED PROJECT REPORT (D.P.R), WITH DETAILED DRAWING & DESIGN OF BRIDGES UNDER PWD BRIDGE TILL THE STAGE OF FINAL APPROVAL BY THE EMPLOYER

1.0 OBJECTIVES :

The broad objective of the above assignment is prepare DPR as per operational manual which includes but not limited to the following :-

1. Carry out detailed survey for all Bridges having length equal to 60 m. or more.
2. Carry out detailed engineering design for all bridges.
3. Prepare detailed estimate & Project Report for each Bridge and after due consultation with the employer or his authorized personal make required changes and prepare final estimate & D.P.R. including bill of quantities and Cost Estimate on the basis of current SOR For Bridge work issued by CE CGRRDA w.e.f. 03.02.2016 ammended upto date. For Road work issued by CE CGRRDA w.e.f. 01-09-2014 ammended upto date.
4. Install permanent and temporary bench mark.
5. Prepare G-Schedule
6. Prepare one soft and 8 hard copy of all assignments which includes photography of each activities and list of participants. Soft copy is so user friendly that can help employer for evaluating after effects.
7. Confirmatory Boring done in every location of pier and abutment.

2. SCOPE OF CONSULTANCY SERVICES:

Framing strategy and detailed engineering designs for the bridges and cost estimates as per prevalent IRC standards. The scope of services shall thus cover the following major tasks but shall not be limited to them.

1. To carry out detailed survey and investigation for design of bridge including detailed investigation for foundation of bridge.
2. Based on detailed survey and investigation digital map and prepare detailed engineering drawing including working drawings.
3. Prepare detailed estimates, bill of quantity.
4. Collection of complete hydraulic, geological and seismological data.
5. Modify design if required during construction **either due to change in foundation strata or as per recommendation of CE Bridge or for any other reason** for which no extra cost will be given to the consultant.
6. **Any objection raised/compliance suggested by CE Bridge & other higher officer will be complied by consultant and if needed DPR/BOQ may be modified/Changed accordingly with in 15 days.**

2.1 Consultant, after conducting necessary survey/investigation will also suggest the safest and economical type of bridge/design for the particular site keeping in mind that these bridges are to be constructed on Rural Roads/MDR/SH and submit GAD accordingly along with a report for selection of particular type of bridge.

Stage-I

i) Conduct topographic survey as per requirements of bridges for collecting all

information for designing all works wherever necessary.

ii) Conduct soil ~~and pavement~~ investigations ~~at detailed engineering sections~~ if ~~strengthening is~~ required.

iii) Carry out foundation investigation and surveys for detailed engineering design for all the bridge structures, vented cause ways, (including submersible bridges) ~~along the project corridor.~~ Conduct sub-soil investigations pertaining to the structures as follows:

(a) Major Bridges having equal to or more than *60 m. length, 1 bore* in each location of piers and abutments are compulsory. It will be the responsibility of the consultant to get verified the same from departmental officers not below rank of Assistant Engineer authorized by PIU/EE. The consultant shall also submit the photograph of the bores to PIU/EE without which payments shall not be released.

For the purpose consultant shall first prepare arrangement (length) of Length and type of superstructure & fixes exact location of piers & abutments based on detail survey data & drawings with consultation/its written approval of Chief Engineer Bridge Zone Raipur and then to proceed for boring at every location of pier & abutment fixed.

(b) To conduct test for safe baring capacity on foundation strata.

(c) Submit evidence of bore log operation in the form of video graph and photograph and also photograph of survey operation.

Stage - II

i. Prepare appropriate specification as required for preparation of quantity and cost estimate for proposed work based on schedule of rates. For items not covered by schedule the same be accompanied by the rate analysis.

ii. Based on detailed surveys and investigations, prepare all the detailed engineering drawings for each new Bridges.

iii. Suggest water-conserving structures on CDs/vented causeways/ structures (Stop dam cum culverts) wherever feasible (and give their detailed design).

iv. Mark and install permanent and temporary benchmarks at specific location and also on drawings.

v. Verification of above survey details by AE/EE level, and approval at their PIU/EE & SE level.

Note:-For guidance a sheet mentioning list of Report, Document and drawing required is attached as Appendix "VI"

Stage-III

After approval of above stage-I and II by EE/PIU, permission for preparation of D.P.R. volume will be granted.

3 PREPARE DRAFT REPORT ON PROJECT PREPARATION IN FOUR VOLUMES AS FOLLOWS:

(a) Design report covering design of bridge structures etc. as also details of materials surveys conducted by consultants.

Note :- Proof checking of detailed structural design of bridge structure from BIT Bhilai/ NIT Raipur is compulsory before submitting detailed structural drawing & estimate

(b) Bill of quantities and detailed cost estimates.

(c) Drawing folder containing detailed engineering drawings for all proposed new / improvement work as per Rural Roads Manual and IRC MORT & H standards for roads bridges.

(d) For items not covered by schedule, same be accompanied by the analysis.

4 SPECIFICATIONS:

4.1 The specification for the various items of works should be as per the MORT & H, IRC SP-19: Manual for survey, investigation of preparation of Road

Project. IRC-20: Manual on Route location, Design construction and Maintenance of Rural Roads. *IRC SP 54 "Project Preparation Manual for Bridges*" and SP : 20 : "Rural Road Manual" Priority has to be given to the specification as presented in "Rural Road Manual"/MORD specification for Rural Roads & Operation Manual.

4.2 Cost estimate in DPR must be based on SOR For Bridge work issued by CE CGRRDA w.e.f. 03.02.2016 ammended upto date. For Road work issued by CE CGRRDA w.e.f. 01-09-2014 ammended upto date.

4.3 The carriageway width of bridges will be 7.5 m. until/unless it is specifically mentioned in the schedule

5. REPORT AND DOCUMENTS:

The consultant will be required to submit the following reports and documents at the time and in the 8 number of hard copies indicated against each along with soft copies.

i) Detailed Works Programme within 10 days based on the reconnaissance and condition surveys etc. in two copies.

ii) Progress report with adequate details indicating the physical progress of various items of works: Each fortnight to be submitted latest by the 1st and 16th of each month, in two copies.

iii) Preliminary project report indicating scope specifications and details of works. Tentative cost estimates in prescribed formats, within 1 month of start of work.

iv) Land Acquisition & resettlement study report, report for obtaining approval under forest conservation act 1980 (if bridge is situated in forest area).

v) Economical Internal Rate of Return (EIRR) study report.

vi) Demographical data.

vii) Draft report on project preparation to be submitted within 75 days of start of work in two sets.

viii) Final report after full discussion of Draft report and after making the desired changes on the project preparation to be submitted within 90 days of start of work in 8 sets.

ix) After finalization of DPR for 7.5m. carriage way of Bridge by the competent authorities consultant have to submit additional estimate of the same bridges with width of 5.5m. without claiming any extra cost.

Note: - At the end of each stage (I to VI), the report shall be discussed in meeting with employer's authorized personal and to make the suitable changes as a result of such discussion

6. PROPOSED TEAM

The consultant shall be required to form a team for this assignment. The consultant's team shall be manned with adequate number of experts having relevant experience in the similar assignments. List of key personnel to be fielded by the consultant is given below.

1. Team Leader
2. Bridge Engineer
3. Adequate number of surveyors & other staff so as to complete the job in prescribed time limit.

7. DURATION OF SERVICES

Work must be completed within 03 months i/c rainy season from the issue of work order. The final reports, drawings and documentation shall be completed within this time schedule from
the date of signing the agreement between the employer and the consultant.
Scheduling of the work within this period is indicated below which should be adhered to.

Submission of Period w.e.f. date of signing the agreement	
Detailed work programme	10 days
Preliminary project report & G.A.D.	1 months
Detailed Draft Project Report	2 & 1/2 months (75 days)
Detailed estimate of B.O.Q.	3 months

During the currency of agreement the consultant's camp office must be at Chhattisgarh with appropriate man power and communication facility.

7.1 Obligation of the client

i. CE/SE/ EE PIU on receipt of GAD will convey his approval within 15 days.
ii. On receipt of detailed draft project report CE/SE/EE will give his comments within 15 days.
If no comments are received within the specified period from CE/SE/EE the
above reports will be treated to have been approved by client and consultant shall go ahead and submit his reports within specified time frame.

8. PAYMENT SCHEDULE OF CONSULTANCY FEE

Payment schedule for performing the work shall be in following steps:-

(i) On acceptance of work programme **(10 days)**	10% of accepted fee. (Against the bank guarantee as per Appendix-IV (B)) valid for a period of 30 months issued by scheduled commercial bank as advance payment.
(ii) On approval of Stage-I report & G.A.D. (1 Month)	20% of accepted fee
(iii) On submission of Draft DPR (2 1/2 months)	20% of accepted fee
(iv) On Acceptance/Approval of DPR from CE Bridge	40% of actual fee & balance of fee up to stage IV.
(v) After **90** days of start of construction work or **Two** year after submission of final report which is earlier.	10% of accepted fee

9. RESPONSIBILITY FOR ACCURACY OF PROJECT PROPOSAL

The consultant shall be responsible for the accuracy of the data collected, and all the investigations and tests conducted for appropriate designs, drawings and estimates prepared by him as a part of the project. He shall indemnify the Employer against any inaccuracies in the work which might surface out at the time of ground implementation of the project, including stacking out and for this purpose he shall furnish bank guarantee for an amount to the extent of 20% of total consultancy fee to be received by him. In such cases consultant will be responsible to correct the drawings including resurvey investigation as required. The Bank guarantee shall be valid for a period of two year from the date of submission of the final detailed project report. The final installment of 20% of the fees shall be released only on receipt of the Bank Guarantee. If during the above period the required corrections as directed by PIU/EE are not done by consultant in given time frame, the cost of such corrections shall be recovered from the consultant.

Note: - It shall be the sole responsibility of the consultant for the accuracy of the Quantities of various items shown in the Detail Project Report. For any variation beyond 10% (+ or -) in the quantity of any items, the consultant shall pay a sum of 1% of the cost of such increased/decreased item to the Employer. Alternatively this amount shall be deducted from the fee payable or from the Bank Guarantee. Such amount can also be recovered as "Arrears of Land Revenue".

10. Performance security –

The amount of performance security shall be 5% of the estimated consultancy fee which may be deposited at the time of agreement in the form of: -

- **Demand draft**
- **TDR of scheduled commercial Bank (other than Cooperative Bank).**
- **NSC pledged in favour of Executive Engineer, PWD Bridge Division Jagdalpur.**
- **Bank Guarantee of scheduled Commercial Bank valid for 30 months. This performance security shall be released on the completion of construction of bridge or after 2 years if construction is not started.**

11. Penalties

In case, delay in satisfactory completion of services occurs due to consultant beyond the stipulated period, the consultant shall be liable to pay compensation @ 0.50% per week subject to maximum of 10% of contract sum. For delays beyond 10 weeks, DPR may not be accepted and in addition to the penalty amount, payment already made to consultant shall be reconsolidate. Decision of CE PWD Bridge in this regard be final. The amount of performance security in part or full as decided by the employer is liable to be forfeited.

Ministry of Road Transport and Highways has issued & Circular which was published in Vol. 30 No.1 January 2002. Annual numbers of Indian Highways "Deterrent Action against Erring Empanelled Consultants." The action may be initiated against the erring consultants as per procedure laid down in the said circular. This shall be in addition to the payment which the consultants shall pay/or is recovered from his fee payable/ security deposit of 2% or as arrears of land revenue.

12. Additional Services

The consultants shall provide additional Consultancy Services up to (+) 100% or (-) 50% of no. of bridges may be awarded on the same accepted rate.

13. Insurance to be taken out by the Consultant:

The risk and coverage shall be as follows: -

(c) 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.

(d) 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;

ANNEXURE - II

QUALIFICATIONS FOR KEY PERSONNEL

1. Team Leader (TLDR)

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

1. Education; should be a **Graduate in ~~Structural~~** Civil Engineering from a recognized University/Institution.

2. Experience: should have a minimum of 02 years experience in the field of Bridge engineering~~/ Soil/ Foundation Engineer~~ out of which he must have completed at least one project for high quality as Bridge Engineer/~~Material Engineer~~ of the survey, investigation and preparation of DPR with his Team.

The Team Leader (TLDR) shall be responsible for all technical presentations concerning the various facts of the survey, investigation and preparation of PPR/DPR and shall maintain close communication with **Concerning Chief Engineer PWD Bridge Zone Raipur, Superintending Engineer, PWD BIRDGE CIRCLE RAIPUR, Project Circle, Executive Engineer PWD Bridge Construction Division Jagdalpur** . TLDR shall be the Consultants Authorised Representative and shall interact with **Chief Engineer PWD Bridge Zone Raipur, Superintending Engineer, PWD BIRDGE CIRCLE RAIPUR, Project Circle, Executive Engineer PWD Bridge Construction Division Jagdalpur** on behalf of the Consultants appointed for the services. TLDR shall be full-time on the job.

2. Bridge Engineers: -

The essential qualification and experience for the Bridge Engineer are as under;

1. Education: should be a **Graduate in Structural** Engineering / Graduate in Civil Engineering from a recognized University /Institution.
2. Experience: should have a minimum of 02 years experience in the field of Bridge engineering.

ANNEXURE - III

FORMAT FOR CURRICULUM VITAE

Format For Curriculum Vitae (CV) for Proposed Key Personnel

Proposed

Position: Name of

Firm:

Name of Staff Member:

- whether he is (a) in House or (b) shall be from "Out Source". Profession:

Date of

Birth:

Nationality :

Years with the Firm /Organization:

(years with previous other firms, if any)

Membership of Professional Societies:

Details of Tasks Assigned/

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

S. no	Tasks Assigned In the present Project	Relevant Previous Experience				
		Project Details (Tittles, Funded by, Location, Year)	Employer (Govt. Deptt. etc)	Tasks Actually performed	Duration of Tasks	Remarks

Key Qualifications

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

Language

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

Certification

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

Date

Signature of staff member	Signature and Seal of Authorised Official of the Firms

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

ANNEXURE - IV

FORMAT FOR FINANCIAL OFFER
OFFER FOR PREPARING DETAILED PROJECT REPORT
In Accordance with scope of the project and as per the Terms of Reference (TOR) as mentioned in Annexure-I

To

Superintending Engineer
Public Work Department
Bridge Circle, Sirpur Bhavan Campus, Civil Lines, Raipur

Sub:- Consultancy Services for survey, Investigation, Study & Preparation of Detail project Report with drawing & design of the work Construction of Bridge across Barda river in k.m. 4/8 on Phunder-Odagaon road.
Tentative Project Cost 7.00 Crore

I/We hereby offer the rate for following items as mention here under –

S. No.	Item	Unit	In Figure	Rate in Rs. In words
1.	Survey, investigation, Confirmatory Boring & preparation of DPR with Drawing & Design for Bridges having length equal or more than 60 m.	% of Tentative Project Cost		

The project work shall be done in all respects fully in accordance with the codes, guidelines, manual, specification/design, drawing and instruction and the annexed conditions.

Signature of
Witness

Signature of person duly
Authorized by the firm
(Name & Address)
Telephone
Fax No
Email Address

ANNEXURE-V

Government of Chhattisgarh
Public works Department

SURVEY, INVESTIGATION AND PREPARATION OF DPR WITH DETAILED DRAWING & DESIGN OF MAJOR BRIDGES UNDER (RRP - III)

AGREEMENT

FOR

CONSULTANCY SERVICES

Between

Superintending Engineer
PWD Bridge Circle
Sirpur Bhavan Campus, Civil Lines Raipur

And

(Name of consultant)

Superintending Engineer
PWD Bridge Circle
Sirpur Bhavan Campus, Civil Lines Raipur

Government of Chhattisgarh,
Public Works Department, Bridge Circle
Sirpur Bhavan Campus, Civil Lines, Raipur

AGREEMENT

This AGREEMENT is made on this day of , 2019 between the Executive Engineer PWD Bridge Construction Division Jagdalpur District Bastar on behalf of Governor of Chhattishgarh, Raipur (hereinafter named the "Employer") which expression shall where the context so admits, includes his successors in office and assigns of the one part, and ..... (hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and assigns of the other part.

WHEREAS

(a) The Employer intends to carry out a Bridge Construction Project as defined(hereinafter called the "Project"); under PWD Bridge

(b) The Employer has requested the Consultants to provide certain consulting services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the "Services");

(c) The Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;

(d) The Employer is receiving funds from Govt. of India under RRP -II (Additional List) for construction of Bridges in the State of Chhattisgarh. The works and services shall be subject to the guidelines of the scheme.

NOW THEREFORE the parties hereto hereby agrees as follows:-

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

(a) The General Conditions of Agreement (hereinafter called "GC");
(b) The Special Conditions of Agreement (hereinafter called the "SC");
(c) The following Appendices and Annexure:

(d) Appendix-I,	Detailed Notice
(e) Appendix-II	List of PIU
(f) Appendix III :	Data sheet for REP
(g) Annexure I :	*Terms of Reference*
(h) Annexure II:	Task assignment of key personnel
(i) Annexure III:	Format for CV
(j) Annexure IV :	Format for financial proposal Letter of invitation and its annexes
(k) Annexure V	Format for Agreement
(l) Annexure V(A)	General Condition of Contract
(m) Annexure V (B)	Special Condition of Contract
(n) Annexure VI :	Location of Bridges
(o) Appendix IV (A) :	Form of Performance Bank Guarantee
(p) Appendix IV (B) :	Form of Bank Guarantee for advance payment
(q) Appendix V :	Hours of works for key personnel

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

(a) The consultant shall carry out the services in accordance with the provisions of the agreement; and

(b) The Employer shall make payments to the consultant in accordance with the provisions of the agreement.

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

FOR AND ON BEHALF OF
Governor of Chhattisgarh
By ……
(Authorised Representative)

FOR AND ON BEHALF OF
(NAME OFCONSULTANT)
By……
(Authorised Representative)

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

FOR AND ON BEHALF OF EACH OF THE MEMBERS OFCONSULTANT
(Name of the member)
By……
(Authorised Representative)
etc.

ANNEXURE – V (A)

GENERAL CONDITIONS OF AGREEMENT (C.G.)

1. GENERAL PROVISIONS

Definitions :

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

a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the state of Chhattisgarh as they may be issued and in force form time to time;
b) "Bank" means any scheduled bank so designated by the CG PWD for their banking transactions relating to this agreement.
c) "CG Bridge" means Chhattisgarh Public Work Department Raipur.
d) "PIU" means "Project Implementation Unit".
e) "Employer" means state of chhattisgarh acting through "CHIEF ENGINEER, PWD Bridge Zone Raipur or Superintending Engineer PWD Bridge Circle Raipur," or Executive Engineer, PWD Bridge Construction Division Jagdalpur.
f) "Consultant" means consultants for preparation of DPR and includes sub-consultants and their Personnel engaged for carrying out of services under this agreement;
g) "Agreement" means the Agreement signed by the Parties, together with all documents/appended hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
i) "Currency" means the Indian Rupees;
j) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
k) "Key personnel" means the personnel referred to in Clause 4.2(a) *of GC.*
l) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
m) "Project" means survey & investigation of Bridges including approach road and CD work as described in Annexure-I (T.O.R.) under PWD. (RRP -II) Additional List
n) "Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the *Term of Reference (TOR)* hereto;
o) "Starting Date" means the date referred to in Clause 2.3 hereof;
p) "Sub-Consultant" means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of GC Clause 3.7, and;
q) "Third Party" means any person or entity other than the Government, the Employer , or the Consultants;

Relation Between the Parties

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

Law Governing Agreement

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

1.4 Language

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.

1.5 Headings

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

1.6 Notices

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

1.6.2 Notice will be deemed to be effective as follows :

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

(a) In the case of personal delivery, speed post or registered mail, on delivery;

(b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;

1.7 Location:

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

1.8 Authorized Representatives

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

For the Employer: **CHIEF ENGINEER,**
PWD BRIDGE ZONE,
SIRPUR BHAVAN CAMPUS, CIVIL LINES,
RAIPUR (C.G.),

or

Superintending Engineer,
PWD Bridge Circle Raipur
SIRPUR BHAVAN CAMPUS, CIVIL LINES,
RAIPUR (C.G.)

or

Executive Engineer,
PWD Bridge Construction,
Division - Jagdalpur

For the Consultant : _____

[Fill up the blanks]

1.9 Taxes and Duties

The consultants and the personnel shall pay all the taxes, duties, fees, levies charges, service tax 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.

2 COMMENCEMENT,COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the consultants instructing them to begin carrying out of the services. The notice shall confirm that the what does it mean, if any, listed in special conditions of agreement (SC) have been met.

2.2 Termination of Agreement for Failure to Become Effective

If this Agreement has not become effective within such time period after the agreement signed by the Parties employer may, by not less than four (4) weeks written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by employer, 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 special conditions of agreement (SC) .

2.4 Expiration of Agreement

Unless terminated earlier pursuant to *GC* Clause 2.9 hereof, the Agreement shall expire when services have been fully 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.

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 *GC Clause 7.2* hereof, However, each Party shall give due consideration to any proposals for modification made by the other Party. But it is hereby agreed that no modification shall be payable in the rate of fee for its payment schedule.

2.7 Force Majeure

2.7.1 Definition:-

(a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot. Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

(i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor

(ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Agreement

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

a) A party's affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3 Consultation

Not later than fourteen (14) 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.

2.7.5 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.

2.7.6 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 actual direct 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 Employer 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 ten (10) days after receipt by the Consultants of such notice of suspension.

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

2.9 Termination

2.9.1 By the Employer

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

a) If the consultants fail to remedy failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GC Clause 2.8 hereinabove, within ten(10) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing ;
b) If the consultants (or if the consultants consists of more than one entity, if any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof;
d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
g) If the consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

For the purpose of this clause:

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

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

2.9.2 By the Consultants

~~The consultants may, by not less than ten(10) days written notice to the Employer 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 Employer fails to pay any money due to consultants pursuant to this agreement and not subject to dispute pursuant to GC Clause 8 hereof within forty five (45) days after receiving written notice from the consultants that such payment is overdue;~~

~~(b) If the Employer is in material breach of its obligations pursuant to this 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 Employer of the consultant's notice specifying such breach;~~

~~(c) If as the result of Force Majeure, the Consultants are unable to perform a material potion of the services for a period of not less than sixty (60) days; or~~

~~(d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to GC clause 8 hereof.~~

This Item is Deleted.

Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *GC Clauses 2.2 and/or 2.9* hereof, or upon expiration of this Agreement pursuant to GC Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:
(i) Such rights and obligations as may have accrued on the date of termination or expiration,
(ii) The obligation of confidentiality set forth in GC Clause 3.3 hereof,
(iii) The consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in GC Clause 3.6 hereof,
(iv) The consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Employer, whereof, as a result of such default, and
(v) Any right, which a party may have under the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this agreement by notice of either to the other pursuant to GC Clauses 2.9 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by GC Clauses 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this agreement pursuant to GC Clauses 2.9.1 hereof, the Employer shall make the payment pursuant to GC clause 6 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 Employer):

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, discounts etc.

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

3.2.2 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to engage in certain activities

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

3.2.4 Prohibition of Conflicting Activities

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

(a) During the term of this agreement, any business or professional activities in the State of Chhattisgarh, 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 Employer 's business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the Appendix III, Data sheet for RFP, in para 2 (A), (B), (C) of clause 3.2 under heading "**Limitations of the consultant's liability towards Employer**", the Consultant's liability under this agreement shall be as provided by the Applicable Law:

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain at their (or the Sub-consultants, as the case may be) own cost but on terms and conditions approved by the Employer , insurance against the risks, and for the coverage's, as specified in the **Appendix III, Data sheet for RFP, in para 3 of clause 3.2**; and (ii) At the Employer 's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Employer 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 Employer .

3.7 Consultant's Actions requiring Employer 's prior Approval

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

(a) Appointing such members of the Personnel as are listed in Annexure I TOR merely by title but not by name;

(b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by the Employer prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this agreement ;

(c) Any other action as may be specified in SC.

3.8 Reporting Obligations

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

3.9 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 Employer under this agreement shall become and remain the property of the Employer. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1 General

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

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix – 1 and Annexure-II.

(b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in Annexure-II, may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in GC Clause 6.1 (b) of this agreement.

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave etc.

(a) Working hours and holidays for key personnel are set forth in Appendix III hereto.

4.5 Removal and / or Replacement of Personnel

a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Employer , such replaced person shall be inducted only after approval by the Employer ;

b) If the Employer (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 Employer 's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

4.6 Resident Engineer –(Team Leader)

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

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions

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

(a) Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services ;

(b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

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

5.2 Access to Land

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

5.3 Payment

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

6. PAYMENTS OF THE CONSULTANTS

6.1 The payment shall be made as per schedule of column 6 of T.O.R.

6.2 Currency of Payment

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

6.3 The mode of billing of payment shall be as below

(i) On acceptance of work programme (10 days)	10% of accepted fee. (Against the bank guarantee as per Appendix-IV (B) valid for a period of 24 months issued by scheduled commercial bank as advance payment.
(ii) On approval of Stage-I report & G.A.D. (1 Month)	**20% of** accepted fee
(iii) On submission of draft DPR (2 Month)	**20% of** accepted fee
(iv) On acceptance/ Approval of DPR	**40% of** actual fee & balance of fee up to stage IV.
(v) After **90** days of start of construction work or after **two** year after submission of final report which ever is earlier.	10% of accepted fee

6.4 Recovery

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

6.5 Refund of Earnest Money/Security Deposits

The earnest money and security deposits deducted from the bill will be released to the consultants after one year of the completion of the agreement.

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 8 thereof.

However it is clearly understood by both the parties that no party is free to suggest any change in the rate of accepted 'fee'. This aspect as beyond the scope of the clause.

8. SETTLEMENT OF DISPUTES

8.1. 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.

8.2 Dispute Settlement

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

8.3 Miscellaneous

In any arbitration proceeding hereunder:

a. Proceedings shall unless otherwise agreed by the Parties, be held in Chhattisgarh, preferably at Raipur.
b. The English language shall be the official language for all purposes ; and
c. The decision of majority of the arbitrators 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.

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

FOR AND ON BEHALF OF THE EMPLOYER

BY

Authorised Representative Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative Witness:

ANNEXURE – V (B)

SPECIAL CONDITIONS OF AGREEMENT (SC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Agreement:
2.1	The effectiveness of this agreement is from the date of issuing work order after the *Signing of the Agreement by the Employer & the consultants.*
2.2	The time period shall be one month 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 3 months i/c rainy season.
2.5	The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Employer.
2.6	Disputes shall be settled by arbitration in accordance with the following provision: If a dispute arising out of and/or in connection with and / or in relation to and arising out of this agreement or breach or termination here of exists between the parties and the same can not be settled within thirty (30) days by mutual discussions. Such disputes or differences shall be referred to Chief Engineer, PWD Bridge Zone, Raipur Incase the decision of Employer/Chief Engineer is not acceptable the party shall be free to approach the Chhattisgarh Arbitration Tribunal.
2.7	Consultant is required to establish a office at Raipur for timely communication SE PWD Bridge, Raipur at their own cost. Also they have to establish one laboratory to carry with out necessary soil investigation test including core sample obtained from bores for which no separate payment shall be made.
2.8	The consultancy fee shall be payable at the rate quoted by the consultant for the bridge including approach road portion.
2.9	**Read as below in addition to clause 1.9 General Provision of Annexure-V(A) General Condition of C.G. & Clause-2 Tax & Insurance of Appendix-III Data sheet of this R.F.P. :-** **Taxes: The rate quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments including GST (Goods and Services Tax), taxes of Local Bodies and Authorities that the Contractor will have to pay for the performance of this Contract. The Governments will perform such duties in regard to the deduction of such taxes at source as per applicable law. However, if any other New Tax (not increase or decrease in existing all taxes, other levies, duties, royalties, cess, toll) is levied from the contractor (under the agreement) either by Central Govt. or State Govt. then the Executive Engineer shall reimburse the "New Tax" amount; on submission of proof of such payments by the contractor.**

Location of Bridges
Annexure-VI

S.No.	*District*	*Name of work*	*Tentative Length of Bridge (in Meter)*	*Tentative Project Cost (Rs. In Crore)* As per F,No.P-17034/1/2017-RC(FTS-359106) MORD New Delhi Date 29th January 2019
1	Kondagaon	Construction of Bridge across Barda river in k.m. 4/8 on Phunder-Odagaon road.	160.00	7.00

Note :- Number and Location of Bridges may be changed as per Site Condition.

Annexure-VII

Details of DPR prepared by DPR consultant

S. No.	Brief description of Consultancy for preparation of DPR for bridges	Name of Department/ Authority	Agreement No. & date	Contract Amount (Rs. in Lakhs)	Stipulated date of commencement of work	Stipulated date of Completion	Actual date of completion	Brief Description of DPR Prepared (in Nos.)	Performance certificate attached from the department as mentioned in column No. 4, 5, 6, 7 & 8 (Yes/No)	Remark
								Major Bridges equal to or More than 60 mtr. length		
1	2	3	4	5	6	7	8	9	10	11

Signature_____
Name_____
Address_____
_____
Email _____

Annexure-VII1

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR ONLINE ELECTRONIC GOVERNMENT PROCUREMENT SYSTEM (E-GPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of the Contractors/Bidders on Chhattisgarh Government e-Procurement Portal http://eproc.cgstate.gov.in:

All the Contractors/ Consultants/Bidder in order to participate in the tenders floated using the Electronic Procurement System are require to be registered on http://eproc.cgstate.gov.in and get empanelled in the Portal http://eproc.cgstate.gov.in in the relevant category.
Only after the concerned officer **at the Department** approves the empanelment of the contractor/bidder online, the contractor/bidder shall be allowed to participate in the tenders floated by the department using the electronic Procurement System.

The empanelment of the contractor is also required to be renewed in the system as and when registration is renewed with the department.

2. Set-up of Machine:

In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to install some utilities in his machine as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the ePS portal). The copy of the same may be obtained from Tata Mjunction.

3. Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.
The registered contractors may obtain information required to issuance of a class II Digital Signature Certificate from the Controller of Certifying Authorities *(www.cga.gov.in)*or the Service Provider of e-Procurement system of Government of Chhattisgarh:

TATA in consortium with Mjunction services
limited, Office No 202, 2nd floor, Anjani Tower,
Near Hotel Laal Bagh Inn,
Telibandha, Raipur(C.G) - 492001.),
Contact No. 9238159813 or 1800 258 2502 (Toll free)
through Email ID **helpdesk.eproc@cgswan.gov.in.**

In case of online tendering, the digital certificate issued to the authorised user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Panchayat & Rural Development Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying

Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment account: For Submitting the bids online Contractors/ Bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.
Arrangements have been made for Contractors/Bidders to make payments online via Credit Card / Cash Cards / Internet Banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the website. The Interested bidders can view the list of payment modes from website http://eproc.cgstate.gov.in.

5. Payment for submission of bids online: The tender documents may be downloaded online directly by eligible Contractors/Consultants/ Bidders. The Contractors/Consultants/ Bidders are required to make the payment for bid submission through online payment modes mentioned in *Point No. 3* above. **In online tendering, the "application form" for the issue of tender documents shall not be required.**

The Bidders can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required.
The secure electronic payments gateway is an online interface between Contractors/Consultants/ Bidders and credit card / online payment authorization networks.

6. Tender Download: Eligible Bidders can download the Tender Document online.

7. (A) Submission of Earnest Money Deposit: The Bidder will submit their Earnest Money Deposit as usual in a sealed physical "Cover - A".

(B) Submission of Technical Bid: The bidders will submit there Technical bid as usual in a sealed physical "Cover-B" the same.

(C) Submission of Financial BID: The Bidder will submit their Financial BID as usual in a sealed physical "Cover - C".

Note: The sealed Cover A, B & C must be kept in one envelope namely EMD, Technical Bid & Financial BID and same should reach the stipulated department office as stated in the Tender Document, by Speed/Registered post.

8. (A) Opening of Tender documents: The authority receiving the tenders or his duly authorized officer shall first open the "Envelope A" of all the contractors/bidders and check for the validity of EMD and documents submitted in the "Envelope A", as required by Superintending Engineer, PWD Bridge Circle, Raipur In case, the requirements are incomplete, the Technical Bid of the concerned Bidder received shall not be opened.

8. (B) Opening of Technical Bid- Technical Proposal of only Successful Bidders qualified in EMD Level as stated in para 8 (A), will be opened.

8. (C) Opening of Financial Bid- Financial Proposal of Technically Qualified Bidders will be opened

Appendix: IV (A)

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 Survey, investigation & preparation of detailed project report for Bridge works of the PWD Project [Project ID No *and brief description of Works*] (hereinafter called "the Contract")

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of Rs. [*amount of guarantee*] (*) [*in words*], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said amount from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Consultancy Services to be performed there under 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.) 12 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 performance security.

APPENDIX - IV (B)

Form of Bank Guarantee for Advance Payments(Reference Clause 6..3 of Agreement)

(To be stamped in accordance with Stamp act, if any, of the country of issuing bank)

Ref: _____ Bank Guarantee:_____

Date: _____

Dear Sir,

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

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

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

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

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

Dated this_____day of_____19_____at_ _____

WITNESS

_____ _____

(Signature) (Signature)

_____ _____

(Name) (Name)

_____ _____

_____ _____

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Dated_____ Attorney No_____

(Strike out which ever is not applicable)

[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 Nationalized Indian Bank.

Appendix - V

Hours of Work for Key Personnel

(1) Timing of work in daytime: - The consultant will have to work in day hours for field works.

(2) The consultant shall adjust their vacations and holidays, accordingly with the programme submitted by limit.

(3) In normal circumstances Weekly holiday, national holidays and other holidays declared under Applicable laws shall be availed.

Appendix-VI

List of Reports, Documents and Drawings to be provided by Consultant

1. Detailed Project Report for each Bridge i/c approach road.

(i) Main Report (a) project background i/c demographic data, (b) details of surveys and investigations, (c) analysis and interpretation of survey and investigations data, (d) Confirmatory Boring at location of piers and abutments, (e) details of proposed improvement, (f) cost estimates (g) Key Maps, detail route survey of alignment, charts and diagrams showing locations and details of existing road features and the essential features of improvement should be included. The basic data obtained form the field studies and investigations and input data used for the project preparation should be attached in separate volumes.

(ii) Design Report: covering (a) detailed design of structure part of bridge i/c approach road, road features and pavement composition, and (b) detailed design of cross –drainage structures.

(iii) Materials Report: containing details of (a) the proposed borrow areas and quarries for construction materials, including locations of borrow areas and quarries shown on maps and charts, estimated quantities, the details of sampling and testing carried out and their results, and (b) possible sources of water for construction purposes.

(iv) Technical specifications: IRC, MORTH specifications and other special technical specifications used for project preparation, which are not covered by the PWD technical specifications.

(v) Rate Analysis: analysis of rates for all items of works, including details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates.

Note:-Guidance can be taken from the standard Data Book for Rural Road but rate of individual items has to be @ Market Rate as applicable at the time of survey.

(vi) Detailed Cost Estimates of each road and cross drainage work in the following sequence :-

(i) Cost of bridge structure
(ii) Cost of approach road
(iii) Cost of CD1, CD2 …….

(iv) Cost of road signage ……

(v) Cost of summary & preparation of DPR

(vi) Cost of foundation stone laying/ inauguration ceremony

(vii) Bill of Quantities

(viii) Detailed Engineering Drawings: All plan and profile drawings will be prepared in scale $1:250^{V}$ and $1:2500^{H}$ scale to cover one Km in one sheet. In addition this volume will contain drawings for the following:

a. Detailed survey sheets as specified by IRC
b. Detailed drawing of bridge structure i/c plan, sectional and site elevation itc.

c. Horizontal Alignment and Longitudinal profile.

d. Typical Cross-Sections with details of pavement structure.

e. Detailed Working drawings for Culverts and Cross-drainage structures.

f. Drawings for Road Signs, Markings etc.