

GOVERNMENT OF MADHYA PRADESH
MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

RFP DOCUMENT

**INVITATION FOR CONSULTANCY SERVICES FOR PREPARATION OF
DETAILED PROJECT REPORT OF BRIDGES UNDER MPRRDA**

M.R. No..... date.....

ISSUED TO:

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ISSUED BY:

MADHYA PRADESH RURAL ROAD
DEVELOPMENT AUTHORITY, BHOPAL

April, 2026

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MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

**DETAILED NOTICE INVITING OFFERS FROM CONSULTANTS FOR PREPARATION
OF DETAILED PROJECT REPORT FOR BRIDGES (D.P.R.) UNDER MPRRDA
(E-Tender Notice)**

No./ /22/D-12/Brg. DPR-Cons./MPRRDA/2026

Bhopal, Date : / /2026

Online tenders are invited from the reputed Consultants for survey, investigation and preparation of DPR of Bridges/Box culvert in the district named below for one or more consultancy packages of MPRRDA as per details given in the table below:-

S. No.	Package No.	Name of Nodal P.I.U.	Name of PIU included in the package	No. of Bridges	Approx Length Excluding Approach Length (in RM)	Estimated Cost of Bridges (in INR)	EMD (In INR)	Call
1	2	3	4	5	6	7	8	9

- Tender documents consisting of qualification information and eligibility criterion of bidders, and the set of terms & conditions of contract to be complied by the consultants can be seen and downloaded online on the website <https://www.mptenders.gov.in> Tender documents may be purchased online from <http://www.mptenders.gov.in> as per time schedule mentioned in Critical Dates after making online payment of cost of tender document **Rs. 11800/- Rs. Eleven Thousand Eight Hundred** (Including GST) for each package.
- (a) The amount of Cost of Bid Document, Bid Security and Service Charges as appearing on e-procurement portal are to be paid Simultaneously through Debit / Credit Card, Internet Banking, or System generated Bank Challan for NEFT / RTGS before submission of Bid. Bid Security of disqualified/unsuccessful bidders will be refunded online in the Bank A/c notified by the bidders at the time of submission of Bids. To avoid last day rush / breakdown in system consultants are advised to ensure aforesaid payment of Bid Security at least one day in advance before the end date of Bid Submission. Department will not be responsible if consultant fails to pay the amount due to Server / Power failure or any other reason.
 - The bidders are required to submit affidavit strictly on prescribed form (Annexure 'A' of this NIT) affirming correctness of information furnished with the bid. This affidavit in the form of scanned copy is to be uploaded with the technical bid online. If online affidavit is not submitted or is not in prescribed form bidder will be disqualified at Technical evaluation stage and financial bid of such bidder will not be opened. Original affidavit need not to be submitted.
 - Instructions/Guidelines for participation in online tenders and list of documents to be submitted with technical Bid may be seen in Annexure-B&C of this document.

3. Qualifying criteria – Consultants who, in last 10 years, have successfully designed **01 No Bridge of minimum 500 M length or 02 Nos Bridges of minimum 250 M length each or 03 Nos Bridges of minimum 200 M length each or 04 Nos Bridges of minimum 125 M length each or 05 Nos Bridges of minimum 100 M length each** (which have been constructed also) excluding both side approach length & having Performance Certificates of the bridge for which DPR had been prepared and have minimum turnover of Rs. 50 Lakhs in any 3 Years individually during last 7 years from road and bridge DPR consultancy fee (2018-19 to 2024-25) will be eligible to participate in the tenders. For this purpose consultants will have to submit the certificate of the client indicating the year of construction of such bridges with audited turnover certificate from road & bridge DPR consultancy fee, Profit/Loss account and Balance Sheet duly certified by CA.

Certificates issued by a Government department/undertaking only will be considered or of a reputed private sector company Listed/ Registered at National Stock Exchange or BSE (formerly Bombay Stock Exchange) having minimum turnover Rs. 500 Cr. from Road & Bridges construction works can also be accepted. For this purpose consultant should attach such certificates with a summery thereof with the heading "certificates in support of fulfilling qualifying criteria" failing which proposal may not be evaluated.

4. Consultant shall have to take 100 mm dia exploratory bore at suitable locations as per site conditions in all types of strata as per IRC-78-2014 and section 2402 of MoRTH specifications for which separate payment will be made (refer para 2.3 (a) of LOI).
5. Time allotted for completion of assignment is 03 months including rainy season.
6. Each Consultant will be allotted work as per his residual bidding capacity which shall be as under;

Eligibility Criteria		
Consultants who, in last 10 years, have successfully designed 01 No Bridge of minimum 500 M length or 02 Nos Bridges of minimum 250 M length each or 03 Nos Bridges of minimum 200 M length each or 04 Nos Bridges of minimum 125 M length each or 05 Nos Bridges of minimum 100 M length each (which have been constructed also) and have a minimum turn over from Road and Bridge Consultancy of amount mentioned under column No. 2 in any 3 years individually during last 7 years.		
Note:-Length of Bridge are excluding both side approach length.		
S.No.	Minimum Turnover in Rs.	Eligible for sum of bridges length
1	2	3
1	Rs. 50.00 Lacs	Upto 800 RM ($\pm 10\%$)
2	Rs. 75.00 Lacs	Upto 1200 RM ($\pm 10\%$)
3	Rs. 100.00 Lacs	Upto 1500 RM ($\pm 10\%$)
4	Rs. 150.00 Lacs	Upto 1800 RM($\pm 10\%$)
5	Rs. 200.00 Lacs	Upto 2500 RM($\pm 10\%$)

6	Rs. 500.00 Lacs or more	Upto 3000 RM($\pm 10\%$)
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Consultants shall be allotted work as per their residual bid capacity. For calculating the residual bid capacity, the amount of consultancy fee yet to be received as on bid submission date shall be deducted.

The Example :- Residual Bid Capacity = P-Q

P= Maximum Consultancy fee received in any year during last 7 years.

Q= Consultancy fee have to be received against on going commitments as on bid submission date.

7. **Tender document Conditions Acceptance Letter as given in Annexure-D of this NIT duly signed by consultant is to be uploaded.**
8. **Special conditions given in Annexure-‘E’ are also to be complied with.**
9. **No. of Bridges and their length given in the table above is approximate and there may be variation of $\pm 25\%$. Which may increase/decrease due to site condition as decided by Engineer incharge (GM PIU). In case if required the scope of work may be increased by 25% at the same rates, terms & conditions.**
10. **Conditions of this NIT will prevail over the conditions of the tender document in case of any inconsistency between the two.**
11. **If lowest rates offered by two or more bidders are equal, fresh limited tenders will be invited from such bidders through e-tender portal before taking decision on the tender.**
12. **Taxes – The rates quoted by the consultant are deemed to be inclusive of the sales and other levies, royalties, cess, toll. Taxes of Central and State Government, local bodies and authorities except GST, that the consultant will have to pay for the performance of this Contract. GST as applicable at the time of payment to the consultant shall be paid separately. Consultant will have to get themselves registered under GST and quote GSTIN in their bids. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.**
13. **Other Conditions may be seen in the tender document for consultancy services for preparation of detailed project report of bridges under MPRRDA April 2026 amended up to date on e-tender portal <https://www.mptenders.gov.in>**

Key Dates

S. No	Stages	Date & Time
1	Publishing Date2026 17:00 hrs.
2	Document Download/Sale Start Date2026 17:30 hrs.
3	Bid Submission Start Date2026 11:30 hrs.
4	Pre-Bid Meeting2026 11:30 hrs.
5	Bid Submission Closing Date2026 17:30 hrs.
6	Bid Opening Date2026 17:30 hrs.

- Note :1. Date of opening of Financial Bid will be notified after evaluation of Technical Bid on e-tender portal.**
- 2. Pre-bid meeting -----2026 from 11.30 hrs at MPRRDA, Head Office, Bhopal**

**Chief General Manager(Tender)
M.P. Rural Road Development Authority
Bhopal (M.P.)**

Endt. No./ /22/D-12/Brg. DPR-Cons./MPRRDA/2026

Bhopal, Date : / /2026

Copy to:

1. Secretary, Ministry of Rural Development, Rural Development Departments Govt. of India Krishi Bhawan, New Delhi.
2. Secretary, Public Works Departments /Water Resources Department/Public Health Engineering Department / Finance Department Mantralaya Bhopal.
3. Engineer in Chief Public Works Departments, Nirman Bhawan, Bhopal.
4. Public Health Engineering Department, Bhopal (M.P.)
5. Engineering in Chief, Water Resources Department, Bhopal (M.P.)
6. Commissioners Public Relation, Ban Ganga Bhopal.
7. Chief Engineer, Public Works Departments, Jabalpur/ Gwalior / Indore/ Bhopal /National Highway / Bridge.
8. Managing Director Rajya Setu Nigam, Arera Hills, Bhopal.
9. Managing Director Madhya Pradesh Road Development Corporation, Arera Hills Bhopal.
10. Chief Engineer, Central Public Works Departments, E-3/4B Arera Colony Bhopal.

**Chief General Manager (Tender)
M.P. Rural Road Development Authority
Bhopal (M.P.)**

FORMAT OF AFFIDAVIT ON NON JUDICIAL STAMP of Rs. 500/-

Package no.

Affidavit

I.....S/o..... Aged..... years resident of (address.....)

(For and on behalf of (Name of firm)), do here by and herewith solemnly affirm / state on oath that: -

- 1. Information furnished with the Bid for the package no. mentioned above is correct in all respects to the best of my knowledge and belief.
2. No retired gazetted officer who has retired within last two years is in employment with the firm.
3. No near relative is working in the Authority, (Note: - the term near relatives mean Wife, Husband, Parents, Son, Daughter, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law, Son-in-law & Daughter-in-law)

Or

Following relatives are working in the Authority:-

- (a)
(b)

- 4. Turnover shown in the accounts and in C.A certificate is from Road & Bridge consultancy fee only.
5. The firm participating in bid is not Blacklisted / Debarred from participation in tenders by any Govt. Department / under taking etc.
6. I hereby certify that I have been authorized by (the bidder) to sign on his / their behalf. Authorization document is enclosed.

Deponent

(.....)

Authorized signature / for and on behalf(Name of Firm)

Verification

I.....S/o..... do here by affirm that the contents / information submitted in Technical & Financial Bid and in this affidavit is true and correct to the best of my knowledge and belief and are based on my / our record.

Verified that this..... date of20__ at (Place).....

Deponent

(.....)

Authorized signature / for and on behalf(Name of Firm)

Guidelines for Participating in e- Tender
(Percentage Rate)

1. For searching Tenders & Tender Document and procedure for submission of Tenders, Bidders are advised to go through guidelines given below:
 - i) For submission of Financial Bid, BOQ Template (Price Schedule) is available on the portal. This template must not be modified/ replaced by the bidder. This template may be downloaded and Name of the Bidder should be filled in the relevant line. For quoting rates click the select button. If rates are 'Above' SSR Select 'Excess' and quote the rates, if quoted rate are 'Below' SSR Select 'Less' and quote the rate, if rate is at par Select Excess or Less and quote zero '0' rate. Another BOQ (schedule of items) as given an Annexure-IV will also appear online & bidder may view Name of Bridges its Length and different items of work to be executed.
 - ii) Bidders are not to make entries in any other column or write any condition etc., If BOQ file is found to modified by the bidder the bid will be rejected.
 - iii) After submission of bid, bidder has to click freeze button. If bidder intends to make any changes in the bid submitted he will have to go to re-submission options available on the portal. After modification, the Price Bid will have to be again uploaded and frozen. This can be done by the bidder any number of times before last date of bid submission. Every time bidder will have to freeze the bid after submission. After successful submission of bid the bidder will get Bid submission summary a Proof of Bid Submission.
1. Scanned copies of the documents as given in Annexure-C are to be submitted with the Technical Bid (refer clause 4, 12.1 & 12.2 (ITB) of tender document and Formats given in Section-3 of Bidding Document).
- 3. Special Instructions to the Contractors/Bidders for the e-submission of the bids online' through this e-Procurement Portal**
 1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then The Digital Signature enrollment has to be done with the e token, after logging into the portal. The e-token may be obtained from one of the Authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline /SafeScript/TCS.
 2. Bidder then logs into the portal giving user id / password chosen during enrollment.
 3. The e-token that is registered should be used by the' bidder and should not be misused by others.
 4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
 5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents Option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser 'upload of bid documents.
 6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
 7. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant Columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLSIRAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder should read, the terms and conditions and accepts the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
14. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents **submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.**
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the Submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to Participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the

time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
23. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as **per Server System Clock**).

ASSISTANCE TO BIDDERS

- 1) **Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**
- 2) **Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.**
- 3) The More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

List of documents to be attached with Technical Bid:

- (i) Scanned copy of Affidavit.- Annexure- 'A'
- (ii) Firm organization details with supporting documents in Annexure -II, PAN, EPF, GSTIN power of Attorney & Annexure-D of NIT.
- (iii) Profit and Loss Account, Balance Sheet of 2018-19 to 2024-25, Form 26AS and documents listed in para 3.1.3 of Instruction of Bidder (ITB).
- (iv) Last **7** Financial years turnover certificates showing consultancy fee received on account of DPR Consultancy (Bridge). It should be certified by CA.
- (v) Details of Similar nature work and ongoing commitments in Annexure-VI (A) & VI (B) respectively with employers Certificate. Also attach work order, completion certificates as evidence.
- (vi) Team composition, CVs of key personnel in the prescribed form Annexure-III (A) and work program to complete the work within given time schedule.

TENDER CONDITION ACCEPTANCE LETTER
(To be given by Consultants)

Date:

To,
The Chief General Manager (Tender)
MPRRDA,
Bhopal (M.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: (Package No.)

Name of Tender / Work: - Consultancy for DPR of Bridges

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site: www.mptenders.gov.in

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Special condition

- A (i) After acceptance of tender, consultant shall be informed that tender has been accepted subject to his/their providing services of a suitable Team Leader, Resident Engineer/Bridge Engineer/Geo Technical Expert/Structure Engineer proposed in the technical Bid. Consultant will also have to submit a joint undertaking for each of the key personnel regarding their availability during the whole contract period
- (ii) If bidder applies for bid in different packages, then team members in all the packages shall be different. In case of dispute, decision of tender committee shall be final and binding.
- (iii) If Team Leader/RE/Bridge Engineers proposed in the technical bid is not appointed within 15 days by the consultant for the assignment, a penalty of Rs. 20000/- will be levied and recovered from the consultant for each non appoint of team member. Further non appointment in 15 days will lead to termination notice, post 15 days of notice will lead to termination of agreement.
- (iv) Frequent replacement of Team Leader/Resident Engineer/Bridge Engineer and other technical staff without valid reason can also form a cause for termination of agreement.
- (v) If a Team Leader/RE/Bridge Engineer working with a consultant leaves his assignment during the currency of contract without valid reason/approval by CGM, he will not be allowed to work with any other consultant in MPRRDA for a period one year.
- B (i) DPR Consultant will have to arrange for the proof checking of one DPR of Bridge more than 60 mtr. Span of each PIU included in the package, as identified by the GM PIU, from IIT or NIT other than STA and PTA for which no extra payment will be made.
- (ii) If during construction of bridge there is increase/decrease of more than 10% in the cost of bridge in comparison to estimate given by the consultant (for the reasons other than variation in the designed depth of foundation), 15% of the consultancy fee of that particular bridge, payable after construction of bridge will be forfeited as decided by competent authority (Cl. 8 of TOR).
- C. Geo Tagged Photographs are also required during soil investigation. Soil investigation shall be done in presence of PIU Engineer.**
- D. Permanent bench mark made of M-15 concrete of size 90cmx90cmx90cm is to be established near proposed bridge site at both banks above H.F.L. and should also marked location on GAD of benchmark.**
- E. Consultant will also have to design the approaches of bridge upto the length beyond the spread of water due to afflux HFL, for which no additional amount shall be payable.**
- F. One set of core in soil/hard soil/soft rock/hard rock etc. extracted from exploratory boring, shall be handed over to concerning GM PIU in core box, for record after testing for which no extra payment shall be made.**

GOVERNMENT OF MADHYA PRADESH
MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

INSTRUCNTION TO BIDDER (ITB)

Subject: - Consultancy for Survey investigation and preparation of DPR for the work of construction of bridges/box culverts, in MPRRDA.

1 INTRODUCTION: -

- 1.1 The MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY is an agency of Govt. of M.P. Rural Development Department for implementation of the Pradhan Mantri Gram Sadak Yojna.
- 1.2 Consultants are invited to submit technical and financial offers for consultancy services required for Survey investigation and preparation of DPRs for the construction of bridges, in Madhya Pradesh under PMGSY. Consultant's proposal will form the basis for ultimately drawing a contract between firm and the client.
- 1.3 Consultants who, in last 10 years, have successfully designed and prepared DPR of **01 No Bridge of minimum 500 M length** or **02 Nos Bridges of minimum 250 M length each** or **03 Nos Bridges of minimum 200 M length each** or **04 Nos Bridges of minimum 125 M length each** or **05 Nos Bridges of minimum 100 M length each** (which have been constructed also) will be eligible to participate in the tenders. For this purpose consultants will have to submit the certificate of the client indicating the year of construction of such bridges.
- 1.4 To obtain first hand information of the assignment and local conditions, consultants are advised to visit to the work site and office of General Manager of concerned PIU. Before submitting the proposal consultants must fully acquaint themselves of the local conditions and take them into account in preparing the proposal.
- 1.5 Consultant to please note following:-
 - 1.5.1 Cost of preparing the proposal including visits to the Client and the project area, are not reimbursable as a direct cost of the assignment.
 - 1.5.2 Client is not bound to accept any of the proposals submitted.
- 1.6 The proposals must be Digitally Signed as detailed below:
 - 1.6.1 By the proprietor in case of a proprietary firm.
 - 1.6.2 By the partner holding Power of Attorney, in case of a partnership firm (A certified copy of the Power of Attorney shall accompany the proposal)

- 1.6.3 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 The complete tender documents consist of NIT and;

- (a) Instruction To Bidder (ITB).
- (b) Annexure – I : Terms of Reference (TOR)
- (c) Annexure – II : Firm Organizational Structure
- (d) Annexure-III : Qualification & Experience of Key personnel
- (e) Annexure—III (A) : Format for Curriculum Vitae
- (f) Annexure—IV : Format for financial Proposal
- (g) Annexure-V : Agreement form with GCC & SCC
- (h) Annexure-VI (A & B): Experience
- (i) Annexure-VII : Guidelines for investigation of foundation

- 2.2 At any time before the submission of the proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The client may at his discretion extend the deadline for submission of the proposals. The amendment will be notified on the e-tender website.

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, consultants must give particular attention to the following: -

- (i) Total assignment period is indicated in the NIT. Consultants should feel free to make their own assessment considering the requirement of the work out put as per TOR, including assessment of the support personnel both technical and administrative and submit their proposal on the basis of assignment and period of completion which they consider necessary to undertake the assignment. 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 C.V. may be submitted for each position in each team individually.

- (iii) The availability of 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.
- (vi) The client reserves the right to increase/decrease the scope of work i.e. no. of bridges included in the NIT.

3.1.3 Online 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 Annexure-VI (A & B).
- (ii) Any comments or suggestions on Terms of Reference and data.
- (iii) Description of methodology and work plan for performance of assignment.
- (iv) Consultant has to give team composition with names of individual Team members, qualification & experience for each package in his Technical Bid. The composition of the proposed team/teams will consist of Team Leader, Bridge Engineer, Structural Engineer, Material Engineer, Geo Technical Expert and other staff. The tasks to be assigned to each member of the proposed team should also be indicated 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. Composition of team and general qualifications of key personnel is given in Annexure-III & Annexure-III (A) respectively.
- (v) **Curriculum Vitae (C.V.) recently signed with date by the proposed key professional staff (Team Leader, Bridge Engineer, Structural Engineer, Material Engineer, Geo Technical Expert) and also counter signed by an authorized official of the firm.** The key information shall be as per the format given in **Annexure-III-A**.
- (vi) Audited Balance sheet of last 5 years
- (vii) Experience certificates.

3.2 Financial Proposal

3.2.1.1 (a) The financial proposal shall be submitted as percentage of the estimated cost **without GST and other taxes** of the bridge on the prescribed form as appearing on e-tender portal. Estimates prepared by the consultant after detailed survey investigation and correction suggested by PIU-MPRRDA/CGM and after scrutiny by Technical Committee/STA/ IIT/NIT will be the basis for calculation of the fee. Changes made during execution and contractor's tender premium will not be taken into account.

(b) For exploratory bores consultant shall be paid at SOR rates+GST for drilling as given in the SOR applicable for preparation of the estimates.

3.2.2 Financial proposals will include expenditure on survey and investigation, component of key personnel and supporting staff as well as transportation, equipment, vehicles, communication facilities etc. The format for the financial proposal is appearing in the e-tender portal.

- 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 task.
- 3.2.4 The financial proposals shall take into account the tax liability and cost of insurance, if any except GST which will be paid separately as applicable on the date of payment.
- 3.2.5 Payments shall be made in Indian Rupees by General Manager of Nodal PIU.
- 3.2.6 Financial proposal is to be submitted online as per procedure given in Annexure-‘IV’

4 Bid validity

Proposal must be valid for 120 days from the last date of submission of bid **during which consultant must ensure availability of professional staff proposed for the assignment. Validity can be extended upon the mutual consent of both the parties i.e. client and consultant.**

4.1 Forfeiture of EMD

The Earnest Money may be forfeited & Black Listed for one year.

- a. If the Consultant withdraws the offer after submission during the period of tender validity.
- b. In the case of a successful Consultant- if Consultant fails within the specified time limit to
 - (i) Furnish the required Performance Security and Sign the Agreement.

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; **if bid is technically disqualified then financial evaluation will not be carried out.**
- (ii) A financial evaluation,

5.1 Evaluation of Technical Proposal: -

The evaluation committee appointed by the Client will carry out evaluation of technical proposals.

5.2 Evaluation of Financial Proposal: -

The evaluation committee appointed by MPRRDA will examine the financial proposals. This appointed evaluation committee would determine if the consultant fulfills the required eligibility criteria and both technical and financial proposals are complete. After approval of the competent authority, successful consultant shall be notified. The competent authority reserves the right to accept or reject any or all proposals without assigning any reason for his decision.

6. Negotiations: -

Normally negotiation shall not be conducted, however, in exceptional cases, with the approval of competent authority negotiation may be conducted with the lowest tenderer with a view to withdraw the conditions and reduce the rates.

7. Award of Contract: -

- 7.1 The 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 client in the prescribed form as given in Annexure-V. The consultants shall have to procure stamp paper of required amount to draw the agreement over it. Failure to furnish required performance security and signing the agreement will result in cancellation of award and forfeiture of bid security. In addition, consultant will also be debarred from participation in tenders for one year. On furnishing required performance security EMD of consultant will be refunded.
- 7.2 The selected Consultant is expected to commence the assignment immediately on award of work.
- 7.3 EMD of unsuccessful consultant is refunded online on award of contract to successful consultant.

8. Preparation of estimates

Estimates are to be prepared on the SOR issued by Engineer in Chief MP PWD effective from 11.04.2025 and amended upto date.

Contact Persons: -

- 1. Shri M L Davar
Engineer-in-Chief
Ph. No. 0755-4003110, Fax 0755-2573396.
E-mail: einc.mprrda@mp.gov.in**
- 2. Shri Anurag Seth
Chief General Manager (Tender)
Ph. N. 0755-4003329
E-mail : cgmpmgsy@gmail.com**
- 3. Shri M.K. Midla
GM (Tender-2)
Mobile No. 0755-4003343
E-mail: gmmprrdatender2@gmail.com**
- 4. General Manager of Project Implementation Units, list attached as Appendix II**

List of the Bridges for which DPR is to be prepared in each District

List Attached in Detailed NIT

Appendix II

Name & Address of GMs

S.N.	Name of PIU	Name of the General Managers	Mobile No.	STD Code	Phone No.	Email_ID
2	Alirajpur	Shri Mayank Tiwari	7394	234568	9826075227	piualirajpur@rediffmail.com
3	Anuppur	Shri S K Mahobiya	7659	222930	9424966585	gmanuppur@rediffmail.com
4	Ashoknagar	Shri Ketan Shakya	7543	220757	9131213565	gmrrda_ask@rediffmail.com
5	Balaghat-1	Shri Gajendra Lariya	7632	240334	9407153350	gm_bgtpiu1@rediffmail.com
6	Balaghat-2	Smt Maya Manish Parte	7632	240600	9425850124	gm_bgtpiu.2@rediffmail.com
7	Barwani	Shri Ankit Awasthi	7290	224532	8989661267	pmsgsybarwani@rediffmail.com
8	Betul-1	Shri R K Jain , Add Charge	7141	231733	9425402811 7999146035	piubetul@rediffmail.com
9	Betul-2	Shri R K Jain	7141	233034	9425402811	piubetul2@rediffmail.com
10	Bhind	Shri Sandeep Singh	7534	241497	8126395907	mprrdabhi@rediffmail.com
11	Bhopal	Shri Sunny Singhaniya	755	2427596	9140726573	gmrrdabpl@gmail.com
12	Burhanpur	Shri Suraj Sisodia	7653	223095	8959264109	gmrrdaburhanpur@rediffmail.com
13	Chhatarpur	Shri Mo Tariq, Add Charge	7682	240476	8770793995	piuchhatarpurno1@yahoo.co.in
14	Chhindwara-1	Smt Kavita Patwa	7162	248720	9406743527 6268027976	gmrrdachw@gmail.com
15	Chhindwara-2 (Pandurna)	Smt Kavita Patwa , Add Charge	7162	244520	9425402811	piu2chhindwara@rediffmail.com
16	Damoh	Shri Devesh Sahu	7812	227312	9179321608	gmrrdadamoh@rediffmail.com
17	Datia	Smt Megha Mishra	07522	238802	7974522736	gmpiudatia@rediffmail.com
18	Dewas	Shri J K Gupta	7272	254952	9407556185	rrdadws@rediffmail.com
19	Dhar-1	Shri Shaurya Pratap Singh	7290	224532	9630144277	piudhar@rediffmail.com

20	Dhar-2	Shri Anupam Saxena	7297	244467	9425113548	piu_kukshi@rediffmail.com
21	Dindori	Shri J P Mehra	7644	234401	9425015891	gmrrdadindori@rediffmail.com
22	Guna	Shri Sohan Garwal	7542	254735 254639	9630587271	gmrrdaguna@rediffmail.com
23	Gwalior	Shri M I Qureshi	751	2237024	9425813852	gmrrda_gwl@rediffmail.com
24	Harda	Shri D K Tripathi	7577	225380	9407879819	hardagm@rediffmail.com
25	Narmadapuram	Shri M K Choudhary	7574	251978	9826967223	hbadgm12@rediffmail.com
26	Indore	Shri Lokendra Singh Mandloi	731	4028928	9826545088	gmrrdaindor@rediffmail.com
27	Jabalpur	Smt Shradha Bhargav	761	2621493	9424376059	gmrrdajabalpur@hotmail.com
28	Jhabua	Shri Praveen Ahirwar	7392	244345	9869718829	rrdajha@rediffmail.com
29	Katni	Smt Namrata Pandre	7622	220818	9407574789	gmmprrda_katni@rediffmail.com
30	Khandwa	Shri A S Sisodia	733	2246020	7489627610	gmmprrdakhandwa@rediffmail.com
31	Khargone	Shri Yogesh Sharma	7282	235181	7987102621	rrdakhr@gmail.com
32	Mandla	Smt. Usha Choudhary	7642	253752	9425401496	gmrrdamndl@rediffmail.com
33	Mandsaur	Shri K C Dayma	7422	222488	9893086568	gmrrda_mds@rediffmail.com
34	Morena	Shri V P Singh	7532	231628	9425096293	mprrdamrn@gmail.com
35	Narsinghpur	Shri Sanjeev Sonadiya	7792	231293	7000430077	gmmprrdansp@yahoo.com
36	Neemuch	Shri Tovindra Singh Johre	07372	254047	9407347316	gmrrda_nmh@yahoo.co.in
37	Panna	Shri Shiwakar Chourasiya	7732	254019	8878036136	gmpanna@rediffmail.com
38	Raisen	Shri R S Tiwari	7482	222516	9425955458	gmpiuraisen@rediffmail.com
39	Rajgarh	Shri Sanjay Shrivastava	7372	254047	7049530625	gmpiurajgarh1@rediffmail.com
40	Ratlam	Shri Pankaj Malviya	7412	264348	9630209643	gmrrdartlm@rediffmail.com
41	Rewa-1	Shri Sunil Parihar	7662	253808	8964873189	gmpiurew@yahoo.co.in
42	Rewa-2 (Maugunj)	Shri D P Tiwari	7662	251049	9926580025	piumau2007@rediffmail.com

43	Sagar-1	Shri Sourabh Jain	7582	241970	8989808037	mprrdasgr@yahoo.com
44	Sagar-2	Shri Rahul Patidar	7582	236229	8517914150	mprrdasgr2@gmail.com
45	Satna-1	Shri G P Mishra	7672	227539	9425824608 7898183608	gmpiusatna@rediffmail.com
46	Satna-2 (Maihar)	Shri G P Mishra, Add Charge	7672	228933	9425824608	gmpiusatna2@rediffmail.com
47	Sehore	Shri Y.K. Saxena	7562	224734	9425141605	gmrrdasehore@gmail.com,
48	Seoni	Smt Pratibha Mishra	7692	225293	8827276409	gmrrdaseoni@rediffmail.com
49	Shahdol	Shri S K Mahobiya, Add Charge	7652	248748	9424966585 7987940294	piushahdol@yahoo.com
50	Shajapur	Shri Nilesh Tiwari	7364	222021	7724092562	gm_shajapurpiu@rediffmail.com
51	Sheopur	Shri Satyendra Pratap Singh Chouhan	7530	222616	9106413390	gmrrdasheopur@rediffmail.com
52	Shivpuri	Shri R P S Chauhan	7492	223485	7999928881	gmrrdasvp@yahoo.co.in
53	Sidhi	Shri Anoop Mishra, Add Charge	7822	251049	9424720410 9131891083	gmpiusidhi1@rediffmail.com
54	Tikamgarh-1	Shri Mo Tariq,	7683	240441	8770793995	mprrdatk@rediffmail.com
55	Tikamgarh-2 (Niwari)	Shri M I Qureshi, Add Charge	7683	240441	9425813852	mprrdatk@rediffmail.com
56	Ujjain	Shri Mo. Shamim Khan	734	2525668	9425976918	gmujjain@rediffmail.com
57	Umaria	Shri Umesh Kumar Sahu	7653	223095	9424345189	mprrdapiuumaria@rediffmail.com
58	Vidisha	Shri S P Arya	7592	237675	9425148843	gmrrdavidisha@gmail.com
59	Singrouli (Waidhan)	Shri Anoop Mishra	7805	247494	9424720410	gmmprrdawaidhan@rediffmail.com

TERMS OF REFERENCE (TOR)**ASSIGNMENT OF SURVEY INVESTIGATION AND PREPARATION OF DETAILED PROJECT REPORT OF BRIDGES FOR RURAL ROADS**

Government of Madhya Pradesh (GOMP) through the Madhya Pradesh Rural Roads Development Authority (MPRRDA) intends to Construct bridges on rural roads constructed by MPRRDA.

2. SCOPE OF CONSULTANCY SERVICES:

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

- To carry out detailed survey and investigation for design of bridge including detailed investigation for foundation of bridge.
- Based on detailed survey and investigation prepare detailed engineering drawing including working drawings.
- Collection of complete hydraulic, geological and seismological data etc.
- Prepare detailed project report, detailed cost estimates, bill of quantity.
- Modify design if required during construction.

- 2.1 Within 10 days of award of work, DPR Consultant and GM PIU concerned should have joint visit of site to decide the (i) alignment of the bridge (ii) availability of land (iii) approx. length of bridge and approaches (iv) HFL, LWL, LBL and permanent Bench-Mark.

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, and submit GAD accordingly along with **a report mentioning the technical reasons for selection of a particular type of bridge. Consultant should also ensure that approaches of bridge is to be designed for any length upto level of afflux HFL+600 mm.**

The Bench-Mark (Permanent), catchment area (by topo-sheet), L-section, Cross-section, LBL and HFL should be got verified by the GM of the concerned PIU.

2.2 (1) Part-1- Hydraulic and Preparation of General Arrangement Drawing

1. Consultant will have to conduct Survey and investigation of site as recommended by IRC:5-2015, IRC:SP. 13/IRC.SP:54:2018/IRC:112:2020 and other relevant IRC codes. which will include but not limited to;
 - (a) L. Section of river and slope of river bed.
 - (b) Cross section of river at site and at different two places at D/S and U/S of proposed site where clear banks and narrow section of river available and to provide information regarding approaches/alignment of road as per proposed/changed and also explain the

feasibility and suitability of type of structure for alternate site for construction of bridge.

- (c) Type of soil on banks whether erodible or rigid.
- (d) Type of bed of river and its particle size.
- (e) Whether the banks of stream are in regime conditions.
- (f) L.W.L. of river and water table during the year.
- (g) H.F.L. of river and whether it is flowing within its bank or over flow on banks. (fixing of H.F.L. by theoretical and local inquiries)
Velocity of stream in middle main flow portion of river and in over flow portion of river.
- (h) Catchments area of river at site and percentage of forest area, hilly area and plain area are separately marked on area seat, and calculation of design discharge is based on 50 years rain fall of the area.
- (i) Calculation of depth of foundation of pier and abutment required below bed of river as per scour depth calculation, findings of exploratory bore holes and as per provisions contained in IRC:5-2015, IRC:78-2014 and other relevant IRC codes.
- (j) Discharge of water during flood as per catchment area and area velocity method. The bridge is to be designed for 100 years of design life hence extreme rainfall dates with 100 years of return period or as applicable as per relevant IRC codes shall be taken into consideration by the Consultants.
- (k) Complete hydraulic calculation as per IRC codes.

2.2 (2) Consultant shall carry Survey of approach road of bridge to assess;

- (a) If curvatures on alignment are required position of curve and its radius.
- (b) If gradient are required, whether it is within recommended limit as per IRC or not.
- (c) If filling in approach road is required, whether protection work are necessary or not.
- (d) If cutting is required, whether road side drain and catch water drain on banks are required.
- (e) Type of pavement suitable for approach road.

2.2 (3) Consultant will be Responsible for;

- (a) Approval of type of foundation and depth of foundation of each pier and abutment.
- (b) Submit final General Arrangement Drawing (G.A.D.) of economical structure, Minimum two types should be submitted in 5 copies along with plan elevation, sections parallel to road and parallel to flow.
- (c) **Approaches of bridge is to be designed for any length upto level of afflux HFL+600 mm.**

2.3 Part-2-Foundation Investigation- Consultant shall;

- (a) (i) Take 100mm dia exploratory bore at all locations of abutments and piers of the proposed bridge as per IRC:78:2014 and section 2400 of MoRTH specifications. The location and no. of such exploratory bores shall be sufficient enough to correctly reflect the strata under the river bed and specifically the strata under the river bed at location of abutments and piers of proposed bridge. Consultant shall submit his exploratory bore plan showing no. & location of bore holes (Geotag location, i.e.,with latitude and longitude of bore holes should also be shown on GAD of bridge) to the GM PIU and seek his approval. Consultant will have to

attach the site plan indicating locations and depth of each bore. For detailed guidelines of foundation investigation Annexure-VII may be referred to.

- (ii) It may happen that an old bridge/CD structure is already existing at the proposed bridge location and the proposed bridge is required at the same location due to existing road alignment/approach alignment etc. It shall be the responsibility of the DPR Consultant to undertake exploratory bores at such old structure site itself at the location of abutment and pier of the proposed new bridge. Nothing extra shall be paid on account of conducting bore holes **on/through approaches near abutments or on top or near such structures.**
 - (iii) To assess such number and location of bore holes as correctly ascertain the depth and type of foundation shall be sole responsibility of the DPR Consultant. In case of change of strata encountered during actual execution of foundation leading to change in depth of foundation/type of foundation and consequent cost escalation, DPR Consultant shall be liable for imposition of penalty and other action as per relevant conditions of the contract.
- (b) **For open foundation investigation required minimum 1.50 times width of foundation below foundation level.**
- (i) **1.5 times estimated length of pile in soil or 15m below the proposed founding level.**
 - (ii) **1.5 times diameter of pile in ordinary / jointed rock but minimum 15m in such rock.**
 - (iii) **4 times diameter of pile in hard rock but minimum 3m in such rock.**
- (c) **The depth of soil investigation for a well foundation should extend at least to a depth equal to 1.5 times the well's outer diameter or least dimension below the anticipated founding level additionally, boring should penetrate at least 3 meters into any rock strata encountered.**
- (d) **If rock strata met at surface or other depth continuity of rock upto minimum 5 m.**
- (e) **L-section of river marked with different colors for different strata in respect of depth should be prepared.**
- (f) The detail calculation of SBC should also be provided.
- (g) The bore hole location should be finalized in consultation with the GM of the concerned PIU /his authorized representative.
- (h) **The bore log samples should be verified by the GM of the concerned PIU/his authorized representative and the one set of core in soil/hard soil/soft rock/hard rock etc. extracted from exploratory boring, shall be handed over to concerning GM PIU in core box for record after testing for which no extra payment shall be made and other set of core shall be used for testing.**

2.4 Part-3-Preparation of Final General Arrangement Drawing as per foundation Investigation- Consultant shall;

- (a) **Provide linear water way of bridge equal to the regime width of the stream.**
- (b) **For streams with rigid bank but erodible bed or rock in bed if economical structure with contraction are suitable it can be examined.**
- (c) **Prepare General Arrangement Drawing.**
Looking to its economy, safety, durability minimum maintenance of bridge and its approach road, minimum two types of economical structure layout of General Arrangement Drawing at proposed site shall be submitted for approval.

2.5 Part-4-Design of bridge as per approved General Arrangement Drawing-Consultant shall provide;

- (a) **Design of foundation and sub structure of pier and abutment.**
 - (b) **Design of super structure, bearings and formwork.**
 - (c) **Design of other items like approach slab, kerb, railing wearing cost etc.**
 - (d) **Design of protection work of approach road and pavement. The Design shall be as per IRC:5-2015, IRC:6-2017, IRC:78-2014, IRC:112-2020 and other relevant IRC codes.**
- 2.6 If required Consultant will have to modify the design, drawing, estimate etc. during the construction period or within three years from the date of submission of DPR if construction of bridge is not started.**

3. Consultant is required to submit draft DPR in four volumes which should be as under;

- a. Main report covering the methodology, details of all field survey covering L-section, Cross-section, catchment area, hydraulic data, index map and site plan, general arrangement of bridges and approaches, colored photographs of site, traffic analysis and investigation etc. Bore-log details and SBC calculation details should also be submitted.
- b. Bridge design with design calculation in excel or such other format which can be checked manually.
- c. Bill of quantities and detailed cost estimates. The quantity of steel should not be on random basis, instead, should be based on detailed bar bending schedule.
- d. Drawing folder containing detailed engineering drawings including bar bending schedule and other drawing required during execution also.

4. SPECIFICATIONS:

- (e) **The specification for the various items of works should be as per latest revision of "Specifications for Road & Bridge works (MORTH) and IRC code of practice for Road Bridges (IRC-5-2015, IRC:83-2015, IRC:112-2020, IRC:78-2014, IRC:SP:05-2015, IRC:SP:12-2017 and other relevant IRC codes. Design shall be done as per IRC:112-2020 and IRC:78-2014 (Amended upto date)**

- 4.1 SOR - For preparation of cost estimates SOR for "Road and bridge works" issued by Engineer in chief M.P.P.W.D. Bhopal in force from 11/04/2025 and amended upto the date of issue of NIT will be adopted. If SOR is changed/revised the estimates of roads, CDs and Bridges are also to be revised by the consultant without any extra cost.**

5. REPORT AND DOCUMENTS:

The consultant will be required to submit the following reports and documents within schedule time period and in the number of copies indicated against each. (Both hard copy and soft copy).

- i) Draft detailed Works Programme within 10 days from the date of receipt of work order, based on the reconnaissance and condition surveys etc.
- ii) Progress report with adequate details indicating the physical progress of various items of works: Each month to be submitted latest by the 10th of following month in two copies.
- iii) General arrangement of drawing as per time period mentioned under clause-7
- iv) Final DPR with detailed design in six copies as per time period mentioned under clause-7
- v) Cost estimates and bill of quantity as per time period mentioned under clause-7

Note : Consultant is required to prepare complete DPR for 7.5 m wide bridge but he will have to give cost estimate of each bridge with 5.5m width also.

5.1 Obligations of the client

- i) GM PIU on receipt of GAD will convey his approval within 10 days.
- ii) On receipt of detailed design give his comments within 10 days.

If no comments are received within the specified period from GM 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.

6. PROPOSED TEAM

The consultant shall give details of proposed team (refer Clause 3.1.3 (iv) of ITB) for the assignment, with his proposal. The consultant’s team shall be manned with adequate number of experts having relevant experience in the similar assignments in order to complete the work within the given time frame, CVs of key personnel should be given in the prescribed form.

7. DURATION OF SERVICES

A total time period as per given table is envisaged for completing the assignment. The consultant should feel free to make his/her own assessment considering the requirement of work output in terms of TOR including their assessment of support personnel both technical and administrative and submit their proposal accordingly. The final reports, drawings and documentation shall be completed within this time schedule from the date of signing the agreement between the client and the consultant. Scheduling of the work within this period is indicated below which should be adhered to. Period w.e.f. date of signing the agreement (Cumulative time)

Submission of	Bridges upto 5 Nos. (a)	Bridges upto 6 to 10 Nos. (b)	Bridges above 10 Nos. (c)
	Cumulative time period		
Detailed work programme	10 days	10 days	10 days

General arrangement of drawing (GAD)	1 month	1 ½ months	2 months
Detailed Structural Design/ Drawings, Bearing Design, Expansion joints design etc. and Detailed Project Report approved by department & (STA Approval)	2 ½ months	3 ½ months	4 months
Detailed estimate of Bill of quantity of proposed Road and Bridge	3 months	4 months	4 ½ months

Ex.- If a consultant is awarded preparation of Bridge DPR upto 8 Nos. of bridges, the time period for 1st 5 Nos. of bridges will be as per time period mentioned under table (a) i.e. 3 months and for remaining 3 Nos. of bridges additional time period can be granted as per time period mentioned under table (b) within the total time period of 4 months. Similarly additional time period will be applicable for DPR of Bridge above 10 Nos.

8. PAYMENT SCHEDULE

Stage of Submission of DPR

Fee payable

Payment schedule for performing the work shall be as follows: -

- | | | |
|-------|--|-----|
| (i) | On acceptance of work programme (10 days) against submission of BG | 10% |
| (ii) | (On submission of exploratory bore and survey investigation results 80% of the payment admissible for drilling of exploratory bores # (Ref. para 3.2.1 (b) of ITB) | |
| (iii) | On submission of detailed Design and Drawings of all components of Bridge showing general arrangement, particular type of bridge with reasons, Elevations, Plan, Cross section including Details of Foundations, Substructure, Superstructure. In case of bridges approach road, utility, other link road and cross drainage structure. Working Drawings for plans, sections, elevations of bridges on approval of drawing by competent authority and STA. | 40% |
| (iv) | On submission of DPR, detailed estimates and bill of quantity duly updated. | 35% |
| (v) | During construction of the bridge if any changes are required it has to be incorporated in the DPR to affected in prepared DPR or after 3 years if construction of bridge is not started, | 15% |

which ever is earlier, incorporation of the corrections is permitted on the satisfaction of G.M.

Soft copy of all the drawings in AutoCAD, DPR reports and statements in relevant soft form are also to be submitted.

Note : This last installment of 15% amount may be released to the consultant on submission of unconditional Bank guarantee of Nationalized Bank valid for 3 years.

- 1. All payment will be subject to usual deductions.**
- 2. # Before release of payment G.M. shall verify the depth of each bore and keep record thereof in the M.B..**
- 3. 5% amount will be retained from each payment under (i) to (iv) and BG submitted for 10% payment at (i) shall be released thereafter subject to DPR Consultant adhere with work program.**

9. RESPONSIBILITY FOR ACCURACY OF PROJECT PROPOSAL

The consultant shall be responsible for the accuracy of the data collected, designs/drawings and estimates prepared by him as a part of the project. He shall indemnify the client against any inaccuracies in the work which might surface out at the time of ground implementation of the project. Consultant will be responsible to correct the drawings/design including resurvey & investigation as required. If during the above period the required corrections as directed by GM PIU are not attended to by the consultant. Actual correction cost will be recovered from the payment available under para 8 (v) of TOR.

In addition action may also be taken against erring empanelled consultants. which includes forfeiture of 5% of performance security and/or debarment from participation in future tenders for 02 years.

10. Performance security –

The amount of performance security shall be 5% of the estimated consultancy fee which shall 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 GM, PIU.
- Bank Guarantee of scheduled Commercial Bank valid for 39 months. This performance security shall be released on the completion of construction of bridge duly certified by the client or after 3 years if construction is not started, whichever is earlier.
- Amount retained from running payment (Para-8) bill also be returned with performance security.

11. Penalties

- (a.)** In case, delay in satisfactory completion of services occurs due to consultant beyond the stipulated period, the consultant shall be liable to pay penalty @ 0.5% per calendar day subject to maximum of 10 % of contract sum. In case of delay beyond 30 days, DPR

may not be accepted and in addition to penalty amount, payment already made to consultant shall be recovered. Decision of CEO, MPRRDA in this regard shall be final.

- (b) **If consultant fails to achieve mile stone as per clause -7 (DURATION OF SERVICES) of contract agreement, the part of the work may be, withdrawn from consultant and work may be allotted to other consultant who have qualified in bid invited of same work and 10% consultancy fee as penalty shall be imposed on agreed consultant. The penalty under this clause is apart from clause 11(a) of contract agreement.**

Additional Services

The consultants shall also provide any of additional services on the request of client on mutually agreed terms and conditions.

12. 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) 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 are applicable under the law.

13. Corrupt and fraudulent practices

(a) The consultant or their personnel, if found to be involved in the gross negligence or willful misconduct, which causes damage to the interest of the Authority, they shall be liable to the damages.

(b) The remuneration of the Consultants pursuant to GC Clause 6 shall constitute the Consultant's sole remuneration in connection with this agreement or the services. 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 their Personnel do not receive any such additional remuneration or gratification.

Consultants and their personnel are subject to the penal action under **M.P. Vinirdishtta Bhrashta Acharana Nivaran Adhiniyam, 1982.**

(c) Subletting is Prohibited

Subletting of work is not permissible. Consultant shall not at any time assign or sublet this contract or any part thereof to any person/firm or allow such person/firm to become in any way interested therein in any manner whatsoever. Any contravention of this condition shall entitle the employer to rescind the contract and shall also render such consultant liable for payment to the Employer in respect of any loss or damage arising out of or ensuing from such rescission or contract. Violation of this condition shall be treated as breach of contract and dealt with as such under the laws applicable.

14. Time extension

If for any reason work is not completed within the given time frame, the client may grant extension of time on the request of consultant subject to the provisions of clause 11 (a).

15. 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, safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests.

16. (A) Termination of contract - The client may, by not less than 15 days written notice to the consultant terminate the contract if in his opinion,

- (i) Consultant is not carrying out the assignment as per terms and conditions of the agreement.
- (ii) If the progress of the work is not as per given time schedule.
- (iii) If the consultant fails to remedy a failure in the performance of his obligations within the period given in the notice.
- (iv) If the consultant, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

16 (B) On termination of contract,

- a. **Performance Security of the consultant shall stand forfeited and/or he will be debarred for Participation in future tenders for 02 years.**
- b. The consultant will be entitled to the fee of the assignment which has been fully completed (relating to a particular bridge)
- c. Fee, if any, paid for the assignment which has not been fully completed will be recovered
- d. Any loss suffered by the client shall be recovered post termination.

17. Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this agreement shall be referred to Chief General Manager MPRRDA of the area who shall give his decision within 30 days. Any party not satisfied by the decision of Chief General Manager will have right to appeal to the Madhya Pradesh Arbitration Tribunal provided the amount of claim is more than Rs. 50,000/-.

18. Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, construction interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in....., (Concerned district)

Technical Bid Submission Form

[Location, Date]

To
The Chief General Manager
MPRRDA Bhopal

Subject: Submission of Technical Bid for Bridge DPR Consultancy
NIT No. Dated

Dear Sir,

With reference to above NIT I/we am/are submitting my technical proposal on the terms and conditions given in NIT and RFP document.

Signature of authorised signatory

Name of Firm and address

FIRM'S ORGANISATIONAL STRUCTURE

1. Name of firm :
2. Whether partnership/ proprietorship or Limited company :
3. Head Office Address
Email address :
Telephone No. :
4. Local/Regional Address (if any) :
Email address :
Telephone No.:
5. Name of Partners :
a.
b.
6. In case of proprietorship firm, name of proprietor with PAN no. :
7. Name(s) of authorized signatory :
8. Name of contact person with mobile no. :
9. Following documents should be furnished in support:
a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
10. Financial Turnover from Road & Bridge DPR consultancy fee :

Financial Years	Total Turnover in Rs.	Fee received for Road & Bridge DPR consultancy (in Rs.)	Remark
1. 2018-19			
2. 2019-20			
3. 2020-21			
4. 2021-22			
5. 2022-23			
6. 2023-24			
7. 2024-25			

Note -Certificates of CA that turnover is from Road & Bridge DPR consultancy fee should be submitted.

If certificate of consultancy fee received from (Road & Bridge DPR) is not submitted in above mentioned format, bidder will be disqualified at technical evaluation stage.

ANNEXURE-III

COMPOSITION OF TEAM AND GENERAL QUALIFICATIONS OF KEY PERSONNEL

1. Team Leader (TLDR)

1	Educational Qualification	Graduate in Civil Engineering preferably with master degree in Foundation/Structural Engineering.
2	Experience	-
	a) Total professional Experience	Min. 15 Years.
	b) Experience in bridge designing & construction projects	Min. 10 Years out of which 05 years should be as Bridge Engineer. Must have knowledge of Design Related Software (CAD)
3	Max. Age Limit	Not more than 65 years, on the date of submission of proposal relaxable up to 70 years in case of more qualified, experienced, meritorious candidates maintaining good health.

The Team Leader (TLDR) shall be responsible for all technical presentations concerning the various facets of the survey investigation and preparation of DPR and shall maintain close communication with GM, PIU, MPRRDA. TLDR shall be the Consultants Authorized Representative and shall interact with MPRRDA on behalf of the Consultants appointed for the services. TLDR shall be full-time on the job.

2. Bridge Engineer (BE)

1	Education Qualification	Graduate in Civil Engineering preferably ME in Foundation/Structural Engineering.
2	Experience	-
	a) Total professional Experience	Min. 12 years.
	b) Experience in Bridge Design & construction projects.	Minimum 05 year experience in Bridge design and construction. Must have knowledge of Design Related Software (CAD)
3	Max. Age Limit	Not more than 65 years, on the date of submission of proposal relaxable up to 70 years in case of more qualified, experienced, meritorious candidates maintaining good health.

3. Structural Engineer (SE)

1	Education Qualification	Graduate in Civil Engineering and ME in Structural Engineering.
2	Experience	-
	a) Total professional Experience	Min. 10 years.
	b) Experience in Highway projects	Minimum 07 years experience in Structural design and construction. Must have knowledge of Design Related Software (CAD)
3	Max. Age Limit	Not more than 60 years, on the date of submission of proposal relaxable up to 65 years in case of more qualified, experienced, meritorious candidates maintaining good health.

4. Material Engineer (ME)

1	Education Qualification & Experience	Graduate in Civil Engineering with 05 years experience or Diploma in Civil Engineering with min. 10 years experience.
2	Experience in Similar type of work in infrastructure projects	Minimum 05 year on similar project as Material Engineer.
3	Max. Age Limit	Not more than 60 years, on the date of submission of proposal relaxable up to 65 years in case of more qualified, experienced, meritorious candidates maintaining good health.

5. Geological Investigation Expert

The essential qualification and experience for the Geological Expert;

1	Education Qualification Minimum	Graduate in Geology
2	(a) Total professional Experience	Min. 10 years.
	(b) Minimum Experience in Geo Tech investigation.	Minimum 07 years experience in Geo Tech investigation.
3	Max. Age Limit	Not more than 60 years, on the date of submission of proposal relaxable up to 65 years in case of more qualified, experienced, meritorious candidates maintaining good health.

FORMAT FOR CURRICULUM VITAE

{

Format For Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position
2. Name of Staff Member
3. Date of Birth
4. Educational Details.
5. Nationality
6. Years with Firm /Organization
7. Membership of Professional Societies

Details of Tasks Assigned

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

S. No.	Tasks Assigned	Duration of Tasks	Relevant Previous Experience			
			Project Details (Title, Funded by, Location, Year)	Client (Govt. Deptt. etc)	Tasks Actually Performed	Remarks
1	2	3	4	5	6	7

Key Qualifications

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

Education

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

Employment Record

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

Publications

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

Language

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

Certification

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

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)

Form of financial bid -as appearing on e-tender portal

ANNEXURE-V

MADHYA PRADESH RURAL ROAD DEVELOPMENT AUTHORITY
(AN AGENCY OF PANCHYAT & RURAL DEVELOPMENT DEPARTMENT, GOVT. OF M.P.)
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

AGREEMENT

This AGREEMENT is made on this _____ day of _____, _____ between the Chief General Manager, Madhya Pradesh Rural Road Development Authority, -----, Bhopal, Madhya Pradesh on behalf of Madhya Pradesh, Rural Road Development Authority, 3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.) and GM-PIU (Nodal PIU) (hereinafter referred to as the “Client”) expression shall herewith where the context so admits, includes his successors in office and assigns of the one part, and _____
_____ (hereinafter called the “Consultants”) expression shall herewith where the context so admits, includes his successors in office and assigns of the other part.

WHEREAS

- (a) The Client intends to carry out a Bridge Construction Project as defined (hereinafter called the “Project”);
- (b) The Client has requested the Consultants to provide certain consulting services required for the project as defined in the TOR;
- (c) The Consultants, has represented to the Client that he has the required professional skills, personnel and technical resources and have agreed to provide the Services on the terms and conditions set forth in the Agreement;

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 and interpreted in the following order:

1. Letter of Acceptance
2. NIT
3. TOR, SCC and GCC with all the annexure and contract data
4. Instruction to bidders

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

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

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

FOR AND ON BEHALF OF Madhya Pradesh, Rural Road Development Authority, Bhopal
(M.P)

By
(Authorised Representative)

FOR AND ON BEHALF OF
(NAME OFCONSULTANT)

By.....
(Authorised Representative)

(Note: If the consultant consist of more than one entity then 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.

GENERAL CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

1.1 Definitions:

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in India and the state of Madhya Pradesh as they may be issued and in force from time to time;
- b) "Bank" means any scheduled bank so designated by the Madhya Pradesh Rural Roads Development Authority for their banking transactions relating to this agreement.
- c) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of Madhya Pradesh Rural Roads Development Authority by Government of Madhya Pradesh.
- d) "Chief General Manager" means an officer of the rank of CE appointed by Government of M.P. as such.
- e) "Client" means Madhya Pradesh Rural Roads Development Authority, with its present address at 3rd Floor, Vikas Bhawan, Arera hills, Bhopal (M.P.), (hereinafter called the "MPRRDA");
- f) "Consultant" means _____ and includes sub-consultant 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/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- i) "General Manager" means General Manager of concerned Project implementation Unit of Madhya Pradesh Rural Road Development Authority (hereinafter called the "GM PIU");
- j) "Currency" means the Indian Rupees;
- k) "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;
- l) "Key personnel" means the personnel referred to in Clause 4.2(a) of GC.
- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- n) "Project" means survey & investigation of roads CDs and Bridges under Madhya Pradesh Rural Road Development Authority, Project packages described in NIT under Kshatigrast pulon ke punarnirman kee yojna.
- o) "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;
- p) "Starting Date" means the date referred to in Clause 2.3 hereof;
- q) "Sub-Consultant" means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of GC Clause 3.6, and;
- r) "Third Party" means any person or entity other than the Government, the Client, or the Consultants;

1.2 Relation Between the Parties

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

1.3 Law Governing Agreement

This Agreement, its meaning, 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 addresses specified hereunder: -

Client: Madhya Pradesh Rural Roads Development Authority,
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

Attention: **Chief Executive Officer,**
Madhya Pradesh Rural Road Development Authority
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

Phone 0755-4265737
E-mail: ceomprda@gmail.com,

Consultants: -----

Attention: -----
E-mail -----
Telex: -----
Facsimile: -----

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

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

- (a) In the case of personal delivery, speed post or registered mail, on delivery;
- (b) In the case of telex, telegram and facsimile 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 Client or the Consultants shall be taken or executed by the officials as under:

For the Client **Chief General Manager,**
Madhya Pradesh Rural Road Development Authority
3rd Floor, Vikas Bhawan, Arera Hills, Bhopal (M.P.)

Phone – 0755-4003329

For the Consultant : _____

[Fill up the blanks]

1.9 Taxes and Duties

1.9.1 For domestic consultants who are permanent residents in India

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

1.9.2 For Equipment Purchased for the Client

The Client shall pay or reimburse any taxes, duties, levies and other impositions, under the applicable law, in respect of equipment purchased by the consultant with the prior approval of the client, for the purpose of carrying out services and paid for out of funds provided by the Client and which is treated as property of the Client.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This agreement shall come into force and effect on the date (the "Effective Date") of the Client's notice to the consultants instructing them to begin carrying out of the services. The notice shall confirm that the effective conditions, if any, listed in 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 as shall be specified in the SC, either party may, by not less than fifteen (15) days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services

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

2.4 Expiration of Agreement

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

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, any statement, representation, promise or agreement not set forth herein and the Parties shall not bound by or be liable for the above.

2.6 Modification

Modifications of the terms and conditions of this agreement, including any modification to 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.

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 of Bank Guarantee or any other action by Government agencies.

- (b) Force Majeure shall not include
 - (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
 - (ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Agreement

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

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

2.7.3 Consultation

Within 30 days the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances as the result of an event of Force Majeure, have become unable to perform a material portion of the Services.

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. Time period shall be calculated by the client i.e. MPRRDA.

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 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. The cost shall be decided by the client i.e. MPRRDA.

2.8 Suspension

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

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

2.9 Termination

2.9.1 By the Client

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

- a) If consultant is not carrying out the assignment as per terms and conditions of the agreement.
- b) the consultant fail to remedy any failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GC Clause 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- c) 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;
- d) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof;
- e) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- f) 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;
- g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- h) If the consultant, in the judgment of the Client, 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 thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

- (a) If the Client fails to pay any money due to consultants pursuant to this agreement and not subject to dispute pursuant to GC Clause 8 hereof within forty five (45) days after receiving written notice from the consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the Client of the consultant’s notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material potion of the services for a period of not less than sixty (60) days; or
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *GC Clauses 2.2 or 2.9* hereof, or upon expiration of this Agreement pursuant to 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 Client, whereof, as a result of such default, and
- (v) Any right, which a party may have under the Applicable Law.
- (vi) Right of client against consultant regarding any fraud committed during execution of agreement.

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 Client, the Consultants shall proceed as provided, by GC Clause 3.8.

2.9.5 Payment upon Termination

On termination of contract,

- a. Performance Security of the consultant shall stand forfeited and/or he will be debarred for participation in future tenders for 2 years.
- b. The consultant will be entitled to the fee of the assignment which has been fully completed (relating to a particular bridge)
- c. Fee, if any, paid for the assignment which has not been fully completed will be recovered from the consultant.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) to (c) GC Clause 2.9.1 or in GC Clause 2.9.2 hereof has occurred, such party may, within (30) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to GC Clause 8 hereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

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

3.2.3 Consultants and Affiliates not to engage in certain activities

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

3.2.4 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 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) 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; and

3.5 Accounting, Inspection and Auditing

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

3.6 Consultant's Actions requiring Client's prior Approval

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

- (a) Appointing such members of the Personnel as are listed in Appendix-3 TOR merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms of conditions of the sub-Contract shall have been approved in writing by the Client prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this agreement;
- (c) Any other action as may be specified in SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in the TOR hereto, in the form, numbers and within the time period set forth and also furnish specific data/information called for by the Client as and when required.

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this agreement shall become and remain the property of the Client. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Client, along 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-III.
- (b) If additional work is required beyond the Scope of the Services as specified in TOR, the estimated periods of engagement of Key Personnel set forth in Appendix-I, may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the ceilings set forth in 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 Client. In respect of other personnel, which the Consultants propose to use in carrying out of the Service, the Consultants shall submit to the Client for review and approval of a copy of their biographical data and a copy of medical certificate. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Deleted

4.5 Removal and / or Replacement of Personnel

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

the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.6 Resident Engineer –(Team Leader)

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

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

5.2 Access to Land

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

5.3 Payment

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

6. PAYMENTS OF THE CONSULTANTS

6.1 The payment shall be made as per schedule given in Para- 6 of T.O.R.

6.2.1 Currency of Payment

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

6.3 As per TOR

6.4 Recovery

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

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

7.2. Operation of the Agreement

The parties recognize that it is impractical to provide for every contingency in this agreement 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.

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.

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

FOR AND ON BEHALF OF THE CLIENT

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

GENERAL CONDITIONS

PART-II

SPECIAL CONDITIONS OF AGREEMENT (SC)

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

GC Clause :

2.1 -----

2.2 The time period shall be 15 days unless any other time period parties may agree in writing.

2.3 The time period shall be 07 days unless any other time period parties may agree in writing.

2.4 The time period shall be 3 months unless any other time period parties may agree in writing.

3.8 The Consultants shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Client.

8.2 If any dispute or difference of any kind whatsoever arise in connection with or out of this contract and which is not amicably settled between consultant and General Manager as per provisions of Clause 8 of the agreement, the same shall be referred for settlement to the concerned Chief General Manager of the area.

Chief General Manager shall give its decision within 30 days.

Any party not satisfied with the decision of the concerned Chief General Manager shall be free to refer the case to the Arbitration Tribunal constituted under M.P. Madhyastham Adhikaran Adhinyam, 1983 within 30 days decision by CGM.

Annexure –VI-A

Details of the works executed as DPR Bridge consultant (in the same name) during last 10 years

Name & Address of Employer	Date of work order	Agreement consulting fee Amount	Name of Bridge with location	Cost of Project	Length of Bridge for which DPR had been prepared	Stipulated period of completion	Actual date of completion	Consultancy fee received	Date of completion of Bridge construction for which DPR had been prepared	Performance Certificate of Constructed Bridge for which DPR had been prepared. Certificate issued by the officer not below the rank of EE
1	2	3	4	5	6	7	8	9	10	11

Annexure –VI-B

Details of ongoing commitments as DPR Consultant Road & Bridge as on Bid submission date.

Name & Address of Employer	Date of work order	Agreement consulting fee Amount	Name of Bridge with locaton	Cost of Project	Length of Bridge excluding approach length	Stipulated period of completion	% of Progress	Consultancy fee received	Performance Certificate of the Department. Certificate issued by the officer not below the rank of EE
1	2	3	4	5	6	7	8	9	10

Guidelines for foundation investigation of Bridges

1. Diameter of Bore should be minimum 100mm dia.
2. Only Rotary drilling machine shall be used.
3. Only double tube diamond drilling equipment shall be used in hard rock and in soft and weak rocks. Such as soft shells Triple tube Diamond shall be used.
4. During detailed boring, the resistance to the speed of drilling i.e. rate of penetration, Timing required for penetration per meter depth should be carefully recorded.
5. Core loss and percentage of core recovery at each 50 cm depth should be carefully recorded.
6. Bore log chart and data sheet to evaluate the different types of strata and distinguish specially sand from sand stone, clay from shell etc.
7. The casing shall also be invariable provided if necessary with diameter not less than 150mm up to the level of rock.
8. In sand and gravelly strata percussion at wash boring equipment and casing can be used for progressing the boring to reach the compacted layer surface.
9. General Manager will decide the point and location of boring on alignment fixed by the department.
10. General Manager will decide depth of boring.
11. In case of open foundation the minimum depth of bore shall not be less than 1 ½ times the proposed width of foundation level expected.
12. Collection of samples of each meter depth should be staged in core box. Separate core box is required for each bore.
13. After obtaining the sample minimum following test results are required and test should be done **in lab by Government recognized department/Engineering college/NABL accreditation for Geotech investigation in a approved NABL Lab.**
 - a. Geological investigation report.
 - b. Density of sample obtained.
 - c. Specific gravity of the sample obtained.
 - d. Crushing strength.
 - e. Safe bearing capacity.
 - f. Recommendation report for suitability of foundation from Geologist.
 - g. Pictorial strata presentation (strata layer wise) of each bore.
14. For deep foundation's like pile and well foundation the depth of bore and investigation should be done as per IRC-78-2000 and section 2400 of MORTH specification's and as per above given guide lines.
15. Subsoil borehole investigations shall be made as per relevant Indian Standards for proposed, new or reconstructed bridges as mentioned below.
 - (A) **For open foundation investigation required minimum 1.50 times width of foundation below foundation level.**
 - (B)(i) **1.5 times estimated length of pile in soil or 15m below the proposed founding level.**

- (ii) 1.5 times diameter of pile in ordinary / jointed rock but minimum 15m in such rock.
- (iii) 4 times diameter of pile in hard rock but minimum 3m in such rock.
- (C) The depth of soil investigation for a well foundation should extend at least to a depth equal to 1.5 times the well's outer diameter or least dimension below the anticipated founding level additionally, boring should penetrate atleast 3 meters into any rock strata encountered.
- (D) If rock strata met at surface or other depth continuity of rock upto minimum 5 m.
- (E) L-section of river marked with different colors for different strata in respect of depth should be prepared.
- (F) The detail calculation of SBC should also be provided.

A staged programme may be given allowing for exploratory, borings, and subsequent infill borings at additional pier and embankment, locations..

Sub-surface exploration for Bridge foundation works should be conformity with the clause, No.2411.2 of MORT&H (Fourth Revision).

The total number of boreholes shall be decided based on the length of bridge as follows:

Sr. No.	Length of Bridge	Borehole Locations
1	15 m or less	At both abutments
2	15 m to 30 m	At both abutments and one to two at pier locations.
3	Longer than 30 m	At both abutments, and at each pier locations

Form of Bank Guarantee for Performance Security
(To be used by approved scheduled banks)

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

Ref: _____

Bank Guarantee: _____

Date: _____

Dear Sir,

1. In consideration of the Chief Executive Officer/General Manager Madhya Pradesh Rural Road Development Authority (hereinafter called "the Authority) having agreed to exempt M/s..... (Herein after called "the said consultant(s)") from the demand, under the terms and conditions of an Agreement dated..... made between And(hereinafter called "the said Agreement") for performance/security deposit for the due fulfillment by the said consultant(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.
2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Consultant(s) of any of the terms or conditions Contained in the said agreement or by reason of the Consultant(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We.....Bank Limited further agree with the Authority that the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We bank hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.
6. WeBank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated theday of.....20.....

For Bank Limited.