

**GOVERNMENT OF INDIA
NORTH EASTERN COUNCIL SECTT.
NONGRIM HILLS, SHILLONG – 793003.**

No. NEC/T/QC/2005

Dated 27th April, 2007.

To

The Engineer-in-Chief, PWD
Government of Mizoram,
Aizawl.

Sub: **Quality Control of NEC 10th Plan Road Schemes.**

Ref: No. NEC-15/E-IN-C/2k/136, dated 12th February, 2007.

Sir,

With reference to your letter No. cited above, I am enclosing herewith the Terms of Reference (TOR) for engagement of Third Party consultant for undertaking quality control on NEC Road Schemes. This is for your information and necessary action.

Encl. **As above**

Yours faithfully,



(K. Haridoss)
Executive Engineer (T&C)

Note:

The enclosed TOR is a modified version.

TERMS OF REFERENCE

1. Name of work:

1.1 Time based quantity assignment for consultancy service for ‘**Third level Supervision and Quality Control**’ for the following Schemes.

1. Upgradation of Pasighat Ledum Tene Road under NEC
2. Construction of Interstate Road from Nari to Rema camp via Telam -Lipin -Korang under NEC

2. Objective:

- 1) To suggest systematic and methodical approach for the timely completion of work.
- 2) To ensure that work has been executed as per plan, drawing, design and specification.
- 3) To check that required construction machineries and testing equipments are available for monitoring effective progress of work and good quality of works.
- 4) To confirm that only good constructional materials conforming required standards are used.
- 5) To confirm that ‘The finished Work/End Product’ meets the required specifications and standard stipulated in the contract agreement.

3. Scope of Services:

3.1 It is proposed that Quality Control for 10th Plan NEC Road Schemes shall be carried out in three levels. First level quality control shall be done by the contractor. Second level quality control shall be done by the concerned division of the road project. Third level quality control shall be done by engaging the consultant. In the case of works carried out by engaging departmental machineries and manpower the first and second level quality control shall be done by the officers of the department as per the process of check to be exercised by the different grade of officer in the organizational hierarchy as per the provisions of CPWD Manual.

3.2 The service of third quality control unit is required and this Term of reference shall be dealt with the duty and responsibilities of the third level quality control unit under the subsequent paras.

A. **Section I** shall cover the following road works under construction :

1. Up gradation of Pasighat Ledum Tene Road under NEC

B **Section II** shall cover the following road works under construction:

1. Construction of Interstate Road from Nari to Rema camp via Telam -Lipin -Korang under NEC

3.3 A minimum of 30% test check both in quantity and frequency shall be done by Third Level Quality Control unit or as directed by the employer or his representatives.

3.4 The consultant will appoint an individual to act as the “Resident Engineer” as defined in the construction contract documents. The Engineer will delegate some of his authority to the Sectional Engineer for each section stated above, who will act as “The Resident Engineer’s Representatives” also as defined in the condition of contract.

3.5 The Department will appoint officer at appropriate level as a Project Coordinator (PC) who is responsible for design, monitoring of the progress and coordination of the project on behalf of

the Department. As part of project coordination, the PC will review quality control procedures and construction management practices as well as established project management, monitoring and evaluation systems. The supervision consultant will have to liaise with the PC when required, as advised by the Department.

- 3.6 PC is responsible for all design changes (except minor site changes, which will be the responsibility of the consultant). The consultant and the contractors/officer in-charge of department shall provide the PC with the necessary site information and shall prepare the design change report, if any. The Supervision Consultant shall be responsible for preparing variation orders consequent on the design changes, for approval of Employer.
- 3.7 Each supervision team will be composed of highly qualified and experienced experts, who can carry out all the routine construction supervision duties as a fully competent and independent unit. However, in preparing his proposal for the construction supervision services, the consultant should allow for a suitable mechanism, which will ensure through coordination of the teams, so that each team is at all times fully aware of the remedies to common problems used by the other team, so that the full experience of all the members of the teams as well as that of the Engineer and his staff can be applied as necessary for the contract package. As a minimum, coordination will involve quarterly visits by the Resident Engineer to the job sites and quarterly meetings in State Headquarters of the Employer and the Engineer. Each of these coordination meetings, both those on the job sites and those in State Headquarters will be attended by the representatives either Chief Engineer, (EZ), AP, PWD/PC having authority to make binding decisions on behalf of the Employer.

The services to be rendered had been summarized as below:

- 1) The quality requirement has been classified as Q3 level as per IRC:SP:57-2000
- 2) Preparation of quality assurance manual with respect to all relevant standard code of practice.
- 3) Supervision of work at all levels with respect to work plan, methodology, construction schedule, procurement of construction equipments.
- 4) To check the Setting out of work with respect horizontal curves, vertical curve, extra-widening at curve, provision of over-passing place and other geometric parameters.
- 5) Checking of properties of constructional materials stated in the specification, for stacked materials and get approval before utilization of work.
- 6) Preparation of proposed mix for all pavement components.
- 7) Checking of the condition of mix before laying
- 8) Checking of quality of the finished works using standard test specification in the contract agreement.
- 9) Report of all non-conformance materials/work and corrective measures.
- 10) Checking of finished profile of all pavement layers.
- 11) Maintenance of records of all test results.

4. Contract Management Framework (CMF)

- 4.1 The execution will be governed by the contract management framework (CMF). The main features of the CMF are described below:
- 4.2.1 The Public Works Department (PWD), Arunachal Pradesh on behalf of the Governor of the State, will be the contractual Employer and administer the project in accordance with the provision of relevant IRC/MORT&H guidelines, hereinafter referred to as 'specification' as modified time to time.
- 4.3. The organization of the employer will be headed by the Chief Engineer, (E/Z), AP, PWD assisted by concerned Superintending Engineer in their respective jurisdiction along with appropriate professional and support staffs. The Chief Engineer, (E/Z), AP, PWD will act on behalf of the Employer in all contracts payments under the Project, take management decisions especially on variations in works quantities and on additional work items.
- 4.3.1 The Chief Engineer, (E/Z), AP, PWD will define the objectives of the project ensure the efficient monitoring of the project, and guarantee that the execution of each agency is within the scope defined in the objectives.
- 4.3.2 The State Govt. appointed each Superintending Engineer/Executive Engineer under their respective jurisdiction to report to the Chief Engineer, (E/Z), AP, PWD who will be the representative Chief Engineer, (E/Z), AP, PWD in all contracts. The Chief Engineer, (E/Z), AP, PWD and his representatives, will have authority to give instructions to the Supervision Consultant, with respect to the assignment, extent of responsibility and frequency of test for each pavement composition. The Superintending Engineer will be assisted by Executive Engineer who will be posted at separate location appropriate to their respective Division. The supervising consultant shall meet the employer or his representatives regularly and provide necessary information with respect to the quality achieved, to enable the employer to take immediate and corrective measure for non-conforming products/finished works.

5. Duties and responsibilities of the consultant:

- 5.1 The duties of the consultant are to supervise the works and to approve the materials and workmanship of the works in cooperation and consultation with the Employer or his representatives as spelled out in the Contract Data for the works. As stated therein, he/she shall have no authority to relieve the contractors of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The Engineer will administer the works contracts and ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The Resident Engineer shall coordinate the supervision teams, to ensure that the technical policies are correctly and consistently implemented on all the road sections.
- 5.2 To prepare in consultation with the Employer and the PC, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.
- 5.3 Preparation and submission of the test result monthly and consolidated at each quarter to the employer with a copy to Superintending Engineer and Executive Engineer, clearly mentioning the defective materials and sections during the first week of each month.

5.4 Issue of non-conformance certificates to the contractor with a copy to the employer and his representatives immediately for timely and corrective measure. The consultant shall also issue interim certificate for the completed section and certify completion of parts or the totality of the works.

5.5 The consultant shall maintain and submit a monthly diary (apart from the routine monthly report) indicating all major activities and men & Machinery deployed by the Contractor.

6. Offices and Laboratories:

6.1 The consultant must establish site offices and site laboratory at each project stated in para 3.2 with necessary personnel, testing equipments and other accessories. All laboratories equipments shall be kept in good working condition in all sections.

6.2 The department will maintain Central laboratory at convenient place to be accessible for the consultant in case of complicate test and inconvenient of own laboratory. In the event absence of such Central Laboratory under the department, the department will bear the cost of transportation of test sample to nearest approved testing laboratories.

7. Man-months requirements.

7.1 The consultant should work out man-month requirement for the Key-professional staffs based on the quantity and frequency of tests for each composition of formation work, cross drainage structure, pavement and should reflect the same at the final proposals.

7.2 Man-months requirement shall be reviewed by the employer quarterly based on the completed road projects. Excessive man-months which do not commensurate with work for a particular period shall not be considered for payment.

8. Test standard and acceptance criteria.

8.1 Test standard, test frequencies and acceptance criteria for each work composition shall be described in the contract specifications. Test frequency and acceptance criteria shall normally be adopted from IRC and MORT&H 'Specification for road and bridge work'.

8.2 The procedure for testing of different materials and work shall be in accordance with relevant practice of Bureau of Indian Standard. The procedure outside this practice shall not be adopted in any test at all levels.

8.3 Test checking shall be done at least 30% of total quantity test required, mentioned in the contract specification. However, it is envisaged that, additional testing shall be carried out for abnormal conditions where variation shall be excessive or under certain circumstances.

8.4 Statistical approach shall be adopted for the interpretation and analysis of test results.

9. Data, Services and Facilities to be provided by the Client.

9.1 Services and Data: The geometric design, design of pavement and other necessary drawings shall be provided by the client.

10. Final Outputs/Reporting Requirements that will be required of the Consultant.

- 10.1 All reports and documents prepared by the consultant shall be professional, precise and objective. The report formats shall be finalized in consultation with the Client officials. The consultants shall provide 10 (Ten) copies/sets each of the following reports to the Client.
- 10.2 **Monthly Progress Reports:** The Engineer will not later than the 10th of each month, prepare a brief progress report summarizing the work accomplished by each of the supervision teams for the preceding months. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progresses are recommending solutions.
- 10.3 **Quarterly and Periodical Reports:** The Engineer will prepare a comprehensive report summarizing all activities under the services at the end quarter, and also at the other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence.
- 10.4 **Supervision Report:** The Engineer will prepare a detail supervision Report and submit to the client quarterly.
- 10.5 **Sectional Completion Report:** The Consultants will prepare a comprehensive final completion report of each defined section of the construction after such section has reached a state of substantial completion. This will include a set of 'as built' drawings prepared by the Contractor. A separate report will also be prepared giving the list of any minor outstanding works along with brief details of the items that the contractor will carry out during the Defects Liability Period. The Contractor Completion Report will carry out the Defects Liability Period. The Contractor Completion Report will provide in summary from all the historical data previously recorded and will include the method of construction, the construction supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the Client. These reports will be submitted immediately after the completion of the work by the Contractors and before taking over of such sections by the Client.
- 10.6 **Final Completion Reports:** On completion of each construction package, the 'Resident Engineer' will summarize and consolidate in a single report, the key information from each sectional completion report to prepare the Final Completion Report. A separate report with a list of any outstanding works along with brief details of the items to be carried out by the Contractors during the Defect Liability Period will also be prepared for inclusion in this report. This report will also include the Contractor's performance, total effect of contract matters, extension of time, claims and any other matters which have had an effect on the progress of the work and total cost of the project. The report will also include suggestions for possible improvement of construction supervision arrangements in future, particularly on following aspect.

11. Staff Schedule

11.1 The proposed staff schedule for each section is given as below:

11.2 Section-I

Sl.No.	Key Position	Number of person required
1	Section Engineer Cum Laboratory Specialist	1
2	Laboratory Assistant	1
3	Laboratory Technician	1
4	Laboratory Attendants	2
5	Surveyor	1

11.3 Section-II

Sl.No.	Key Position	Number of person required
1	Section Engineer Cum Laboratory Specialist	1
2	Laboratory Assistant	1
3	Laboratory Technician	1
4	Laboratory Attendants	2
5	Surveyor	1

11.4 The site supervision team would be mobilized from the date of commencement of works. During the defects liability period, the consultant will continue on a part-time basis while the supervision team members would be mobilized on an as-required intermittent basis.

11.5 The consultant should submit the proposal as per the staff requirements indicated herein. Consultants may, if they wish, also indicate alternative staffing arrangements, which they consider to be appropriate.

11.6 After award of the contract the client expect all of proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances upto a maximum of one-third of the key personnel. In case of replacement, the consultants will ensure that there is a reasonable overlap between the staff to be replaced and the replacement.

12. List of Key Professional Positions whose CV and Experience would be evaluated.

Sl.No.	Key Position	Number of person required
1	Team Leader cum Resident Engineer	1
2	Section Engineer/Laboratory specialist	2
3	Laboratory Assistant	2
4	Laboratory Technician	2
5	Laboratory Attendant	4
6	Surveyor	2

13. Staff Qualifications & Experience

Sl.No.	Key Position	Minimum Qualifications and Experience
1	Team Leader cum Resident Engineer (1 No.)	M.E./B.E. Civil with 15 years experience in highway sector, including at least 8 years of relevant experience in 'Construction, supervision and quality control' on similar projects. The candidate must have proven record of managerial capacity through the directing/managing of major civil works in Highway construction.
2	Section Engineer/Laboratory Specialist (2 Nos.)	M.E./B.E. Civil with 10 years experience in highway sector, including at least 5 years of relevant experience in 'Construction, supervision and quality control' on similar projects. A thorough understanding and experience with national "best practices", modern highway construction technology and contractual arrangements used for the projects is important. The candidate must have good knowledge of quality assurance programs in highway construction projects using modern highway construction technology. The candidate must have proven record in managerial level for implementation of large project(s).
3	Laboratory Assistant (2 Nos.)	B.E. Civil/Diploma in Civil Engineering with 8 years professional engineering experience including at least 5 years 'Construction, supervision and quality control' of road project. The candidate must be well versed with modern testing equipments. The candidate should have experience working in the site laboratory at least 3 years with record analysis and interpretation.
4	Laboratory Technician (2 Nos.)	Diploma Civil with 5 years of experience, out of which at least 3 years of experience handling and testing various road construction testing equipments. He should be independently handle

		all testing equipments for this assignment.
5	Laboratory Attendant (4 Nos.)	HSLC or equivalent. Should have experience of working in the site laboratory at least 2 years.
6	Surveyor (2 Nos)	Diploma in Civil Engineering with at least 2 years experience in road survey.

14. Persons to be contacted for each road project locations

Sl.No.	Name of road	Superintending Engineer	Executive Engineer
1	Upgradation of Ledum Tene Koyu Road under Pasighat Division	Superintending Engineer, PWD, Boleng Circle, Boleng, Arunachal Pradesh	Executive Engineer PWD, Pasighat Division, Pasighat, Arunachal Pradesh
2	C/o Interstate road from Laimekuri-Nari-Telam-Rema Camp.	Superintending Engineer, PWD, Boleng Circle, Arunachal Pradesh	Executive Engineer PWD, Pasighat Division, Pasighat, Arunachal Pradesh

15. Performance Security

15.1. Within 21 days of receipt of letter of Acceptance the Successful Bidder shall deliver to the employer a Performance Security in any terms given below, equivalent to 5% of the contract price:-

A bank guarantee in form given in **Annexure I**.

15.2. The performance Security provided by the Successful Bidder in the form of a Bank Guarantee, shall be issued by a Nationalized/ Scheduled Indian bank and shall be valid till the 26th day of expiration of time period of contract.

15.3. Failure of Successful Bidder to comply with the requirement of Sub-Clause 15.1 shall constitute sufficient grounds for cancellation of award.

16. Award Criteria

16.1. Subject to sub-clause 17, the Employer will award the consultancy services to the Bidder whose Bid has been determined to be substantially responsive to the bidding document and who has offered the lowest evaluated bid price.

17. Employers Right to Accept any Bid and to Reject any or all Bids.

17.1 Notwithstanding clause-16 of TOR, the employer reserves the right to accept or reject any bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Employers action.

18. Notification of Award and Signing of Agreement.

18.1 Bidders whose Bid has been accepted will be notified of the award by Employer prior to expiration of Bid validity period.

- 18.2 The agreement will incorporate all agreements between the Employer and the Successful Bidder. It will be signed in the office of the Employer within 21 days following the notification for award alongwith Letter of Acceptance.

19. Advance payment and Security

- 19.1 The employer will provide following nature Advance Payment on the contract price subject to the fulfillment of the conditions stipulated as below:

SL.	Name of Advance	Amount	Condition to be fulfilled
1	Mobilization	10% of contract price.	On submission of unconditional Bank Guarantee for amount of advance valid for full period.
2	Equipment	90% of value for new equipment and 50% of depreciated value for old equipments. Total amount will be subject to maximum of 5% of contract price.	After the equipment is brought to site (Provided the Engineer is satisfied that the equipment is required for performance of contract over on submission of unconditional Bank Guarantee for amount of advance.

- 19.2 The advance loan shall be repaid in percentage deduction from the interim payment by the Executive Engineer under the contract. The deduction shall commence from the next interim payment subsequent to the disbursement of advance loan and shall be made at the rate of 20% of the amount of at all interim payment certificate until such time as the loan has been repaid, always provided that loan shall be repaid prior to the expiry of the original time for completion of the contract.

20. Schedule of Payment.

- 20.1. The Schedule of payment on account of the performance of the contract shall be based on the terms mutually agreed between the employer and Consultant, Conforming to Financial Rules/ CPWD Account Code Government of India.
- 20.2. Failure of the Successful Bidder to settle to a mutually agreed terms of payment Conforming to Financial Rules, Government of India, shall constitute Sufficient grounds for the cancellation of award.

21. Disputes

- 21.1. If the consultant believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14 days of the notification of the Engineer's decision.

22. Procedure for Disputes

- 22.1 The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.

- 22.2 The Dispute Review Expert* shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Consultant, whatever decision is reached by the Dispute Review Expert. Either party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert's decision will be final and binding.
- 22.3. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

23. Replacement of Dispute Review Expert

- 23.1. Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Employer and the Consultant. In case of disagreement between the Employer and the Consultant within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

24. Termination

- 24.1 The Employer or the Consultant may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 24.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Consultant stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) The Employer or the Consultant is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) The employer fails to pay the consultant as per the payment terms mutually agreed.
 - (d) The Consultant fails to carry out test on construction materials as specified in clause-5 of the TOR.
 - (e) The Consultant fails to submit the test report and progress report as specified in clause 10 of the TOR.
 - (f) The Consultant establish site laboratory as specified in the clause-6 of TOR.
 - (g) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph; "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 24.3 When either party to the Consultant gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 24.1 above, the Engineer shall decide whether the breach is fundamental or not.
- 24.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 24.5 If the Contract is terminated the Consultant shall stop work immediately, remove site laboratory and leave the Site as soon as reasonably possible.

25. Payment upon Termination

- 25.1 If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Consultant the difference shall be a debt payable to the Employer.
- 25.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of labourers & repatriation of the Consultants personnel employed solely on the Works and less advance payments received upto the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

26. Time Control

- 26.1 The contract shall be valid for the period stipulated in Contract Data including the period extended by the Employer considering the intended date of completion of project and requirement for continuation of third level supervision and quality control service by the consultant, after the start of the contract period.

27. Extension of Contract Period.

- 27.1 The Engineer shall extend the contract period, if the intended date of completion of the project is extended by competent authority warranting requirement for continuation of third party supervision and quality control services on the work.

28. Price Adjustment

- 28.1 The contract price shall not be subjected any adjustment for increase or decrease in rates of professionals, materials, fuels and lubricant or for any other account

Special Conditions of Contract**ARBITRATION (GCC clause 22.3)**

The procedure for arbitration will be as follows:-

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Council, Indian Roads Congress.
- (b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Additional Conditions (Arrangement of Inner Line Permit)

The work site falls within the Inner line area demarcation of Government of India and the Contractor residing outside the Inner Line area shall have to obtain Inner line permit for entering the area/work site for himself as well as for the workers being brought from outside the Inner line demarcation from designated officers for issue of Inner line permit by Government of Arunachal Pradesh. For the same purpose the contractor may contact the Resident Commissioner, Government of Arunachal Pradesh at New Delhi Arunachal Bhawan or the Deputy Resident Commissioner, Arunachal Bhawan Calcutta, Guwahati, Shillong or the Assistant Director Supply and Transport, Government of Arunachal Pradesh, Mohanbari. He shall have to pay the prescribed fees fixed by Government of A.P. payable for the issue of the Inner line permit by competent authority for which no extra claim shall be entertained.

Annexure-I**PERFORMANCE BANK GUARANTEE**

To

_____ (name of Employer)

_____ (address of Employer)

WHEREAS _____ [name and address of Consultant] (hereafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute ----- [name of and brief description of Works] (hereafter called "the Contract").

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

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

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

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

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

This guarantee shall be valid until 28 days from the date of expiry of the contract period.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
 _____ [address of Employer]
 _____ [name of Contractor]

Gentlemen:

In accordance with the provisions of the TOR, sub-clause 19.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Consultant") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] * _____ [in words].

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal: _____

Name of Bank/Financial Institution : _____

Address: _____

Date : _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Letter of Acceptance
(Letterhead paper of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and Modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept/do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Clause 15 of TOR for an amount equivalent to Rs _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of contract Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Clause-15.3 of TOR will be taken.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Agency

¹Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

²To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in Clause-15 of TOR and signing of the Contract for the supervision, consultancy service for the work.

at a Bid Price of Rs. _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
Authorized to sign on behalf of Employer)

Agreement Form**Agreement**

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer] and _____ (name and address of contractor] and hereinafter called "the consultant" of the other part.

Whereas the Employer is desirous that the consultant execute the third level quality control work of Construction of _____

_____ (name and identification number of Contract) hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the TOR hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - (i) Letter of Acceptance
 - (ii) Notice to proceed with the works;
 - (iii) Contractor's Bid
 - (iv) TOR
 - (v) Special Condition
 - (vi) Additional condition
 - (vii) Bill of Quantities and
 - (viii) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said

_____ in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

CONTRACT DATA

Items marked “N/A” do not apply in this Contract.

**Ref.Clause in
TOR**

1. The Employer is
 Name: **Chief Engineer (EZ) on behalf of Governor of Arunachal Pradesh**
 Address: **Mowb II Itanagar - 791111**
 Name of authorized Representatives: **1. Superintending Engineer, Boleng PWD Circle. 2. [to be intimated later]** Cl.4
2. The Engineer is ; **Executive Engineer Pasighat Division PWD**
 Name of authorized Representatives: **1. AE & JE-in charge of work. 2. (to be appointed later]**
3. The Dispute Review Expert appointed jointly by the Employer and Contractor is: Cl.19.1
 *Name: **M.N. Bhagawati**
 *Address: **Green Path, Near S.B. Dewrah College, Ulubari, Bora Service Guwahati – 781007 Ph 2520350 (R) 98640- 74980**
4. The start Date shall be 21 (twenty one) days for the date of issue of the Notice to proceed with the work. Cl.26.1
6. The Intended Completion Date for the whole of the Works is **36 (thirty six months)** months after start of the services.
7. The Site is located at under Pasighat Division PWD Arunachal Pradesh
8. The name and identification number of the Contract : Third level quality control consultancy on the roads
 1. Upgradation of Pasighat Ledum Tene Road under NEC
 2. Construction of Interstate Road from Nari to Rema camp via Telam -Lipin -Korang under NEC
9. The works consist of third level quality control on the formation works, pavement works, cross drainage works and bridge works in the bridge.