**KARNATAKA NEERAVARI NIGAM LIMITED**

**(A Government of Karnataka enterprises)**



KNNL AnnexureVI

K/C-6

**KARNATAKA NEERAVARI NIGAM LIMITED**

**(A Government of Karnataka Enterprise)**

TENDER DOCUMENT

**Tel No:** 08371 - 262174 **Fax No:** 08371 - 262174

|  |  |  |
| --- | --- | --- |
| **Name of the Work:** | **“Consultancy Services for Valuation of Public, Private building and open sites in Vittalapura village which is submerged by the backwaters of the SLIS barrage in Mundaragi Taluk, Gadag District.”** | |
| **Name of the Division** | | **Office of the Executive Engineer, KNNL,**  **No.1, SLIS Division, Mundaragi, Gadag.** | |
|  | |  | |

Executive Engineer,

KNNL, SLIS Division No-1,

Mundargi Gadag (Dist).

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SECTION 1.LETTEROFINVITATION

Dear[NameofConsultant]:

[Location andDate]

1. The Executive Engineer, KNNL, SLIS Division No-1, Mundargi Gadag (Dist), invites Proposals to provide the following “

**Consultancy Services for Valuation of Public, Private building and open sites in Vitalapura village which is submerged by the backwaters of the SLIS barrage in MundaragiTaluk, Gadag District.**

More details on the Services are provided in the attached Terms of Reference.

2. The RFP has beenaddressedtothe followingshortlistedconsultants:

1. [ListofShortlistedConsultants]

2.

3.

4.

5.

6.

3. A consultantwillbe selectedunder LeastCost Selection(LCS) proceduresdescribedinthisRFP.

4. TheRFPincludesthefollowingdocuments: Section1-LetterofInvitation

Section2-InformationtoConsultants

Section3-Technical Proposal –StandardForms Section4-Financial Proposal –StandardForms Section5-TermsofReference

Section6-StandardFormofContract.

6. Pleaseinformus,uponreceipt:

- Thatyoureceivedtheletterof invitation;and

- Whetheryouwillsubmitaproposalaloneorinassociationwith other entityas Joint Venturewith jointand severalresponsibilities.

Yours sincerely,

[Signature,name,and...Positionof

Client’s representative]

SECTION 2.INFORMATIONTOCONSULTANTS1

1. INTRODUCTION

1.1 TheClientnamedinthe“DataSheet”willselectaconsultantamongthoselistedintheLetterofInvitation, inaccordancewith themethod ofselectionindicatedin theDataSheet.

1.2 TheconsultantsareinvitedtosubmitaTechnicalProposalandaFinancialProposal,asspecifiedinthe DataSheet(theProposal)forconsultingservicesrequiredfortheAssignmentnamedintheDataSheet. TheProposalwillbethebasisforcontractnegotiations andultimatelyfor assigned contractwiththe selectedConsultant.

1.3 TheAssignmentshallbeimplementedinaccordancewiththephasingindicatedintheDataSheet. When theAssignmentincludesseveralphases,theperformanceoftheconsultantundereachphasemustbe to the client’s satisfaction before workbeginsonthenext phase.

1.4 TheConsultantsmustfamiliarizethemselveswithlocalconditionsandtakethemintoaccountinpreparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultantsareencouragedtopayavisit to the Clientbefore submittingaProposal,andtoattendapre- proposal conference if one is specified inthe Data Sheet. Attending the pre-proposal conference is optional.TheConsultant’srepresentativeshouldcontacttheofficialsnamedintheDataSheettoarrange fortheirvisitortoobtainadditionalinformationonthepre-proposalconference. Consultantsshould ensurethattheseofficialsareadvisedofthevisitinadequatetimetoallowthem tomakeappropriate arrangements.

1.5 TheClientwillprovidetheinputsspecifiedintheDataSheet,assisttheConsultantinobtaininglicenses andpermitsneededtocarryouttheservices,and makeavailablerelevant project data andreports.

1.6 Pleasenotethat(i)thecostsofpreparingtheproposalandofnegotiatingthecontract,includingavisitto theClient,arenotreimbursableasadirectcostoftheAssignment;and(ii)theClientis notbound toaccept anyoftheProposals submitted.

1.7 GovernmentofKarnataka(GOK)expectsconsultantstoprovideprofessional,objective,andimpartial adviceandatalltimesholdtheClient’sinterestsparamount,withoutanyconsiderationforfuturework, andstrictlyavoidconflictswithotherassignmentsor theirowncorporateinterests.Consultantsshallnotbe hiredforanyassignmentthatwouldbeinconflictwiththeirpriororcurrentobligationstoother clients, or thatmayplacethem inapositionofnotbeingabletocarryouttheassignmentinthebestinterestofthe Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstancessetforthbelow:

(a) AfirmwhichhasbeenengagedbytheClienttoprovidegoodsorworksfor aproject, andanyoftheiraffiliates,shallbedisqualifiedfrom providingconsultingservicesforthe sameproject.Conversely,firms hiredtoprovideconsultingservicesforthepreparation orimplementationofaproject,andany oftheir affiliates,shall be disqualifiedfrom subsequentlyprovidinggoodsorworksorservices relatedto the initialassignment(other thanacontinuationofthefirm’searlierconsultingservices)forthesame project.

1 ThisInformationtoConsultantssectionshallnotbemodified. Anynecessary changes, toaddressspecific projectissues,shallbeintroducedonlythroughtheDataSheet(e.g.,by addingnew clauses). Likewise, modificationstothestandardForm ofContractshouldbemadeonlybyincludingclausesoutliningtheSpecial Conditionsandnotbyintroducingchangesinthewording of theGeneralConditions.

(b) Consultantsoranyoftheiraffiliatesshallnotbehiredforanyassignmentwhich,byits nature,may be inconflict with another assignment oftheconsultants.

1.7.2 Aspointedoutin para.1.7.1 (a)above,consultantsmaybehiredfordownstreamwork,when continuityisessential,inwhichcase this possibility shall be indicatedinthe Data Sheet andthe factorsusedfortheselectionoftheconsultant shouldtakethelikelihoodofcontinuationinto account. ItwillbetheexclusivedecisionoftheClientwhetherornottohavethedownstream assignment carriedout; andif it is carried out, whichconsultant will be hiredfor the purpose.

1.8 ItisGOK’spolicytorequirethatconsultantsobservethehigheststandardofethicsduringtheexecutionof suchcontracts. Inpursuanceof thispolicy,theGOK:

(a) Defines,forthepurposesofthis provision,thetermsset forthbelowasfollows:

(i) “Corrupt practice”meanstheoffering,giving,receiving,or solicitingof anything ofvalue to influence the action of a public official in the selection process or in contract execution;and

(ii) “Fraudulent practice”meansamisrepresentationoffactsinordertoinfluenceaselection processortheexecutionofacontractto thedetrimentofGOK,andincludescollusive practicesamongconsultants(priortoor after submission of proposals) designed to establishpricesatartificial, non-competitive levelsandtodepriveGOK ofthebenefitsof free andopen competition.

(b) Will rejectaproposalforawardifitdeterminesthatthefirmrecommendedforawardhasengaged incorruptor fraudulentactivitiesincompetingforthecontractinquestion;

(d) willdeclareafirmineligible,eitherindefinitelyorforastatedperiodoftime,tobeawarded GOK-financedcontractifitatanytimedeterminesthatthefirm hasengagedincorruptor fraudulent practicesincompetingfor,orinexecuting,aGOK-financedcontract; and

(e) Will havetherighttorequirethat,GOKtoinspectconsultant’saccountsandrecordsrelatingto theperformanceofthecontract andtohavethemauditedby auditorsappointedby GOK.

1.9 Consultantsshallnotbeunderadeclarationofineligibilityforcorruptandfraudulentpracticesissuedby

GOKinaccordancewiththeabovesubpara1.8(d).

1.10 Consultantsshallbeawareoftheprovisionsonfraudandcorruptionstatedinthestandardcontractunder the clauses indicatedin the Data Sheet.

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1 ConsultantsmayrequestaclarificationofanyitemoftheRFPdocumentuptothenumberofdays indicatedintheDataSheetbeforetheProposalsubmissiondate. Any request forclarificationmust besent inwriting by paper mail, cable, telex,facsimile, orelectronic mail tothe Client’s address indicated in the DataSheet. TheClientwillrespondbycable,telex,facsimile,orelectronicmail to such requests and will sendcopiesoftheresponse(includingan explanation ofthequery but without identifyingthesourceof inquiry)toall invitedconsultantswhointendtosubmit proposals.

2.2 At any time beforethesubmissionofProposals,theClientmay,foranyreason,whetheratitsown initiativeorinresponsetoaclarificationrequestedbyaninvitedfirm,modify theRFPdocumentsby amendment. Anyamendmentshallbeissuedinwritingthroughaddenda. Addendashall besent by mail, cable,telex, facsimile, orelectronicmailtoall invitedconsultants andwill be binding onthem. The Client may at its discretionextendthedeadlineforthesubmissionofProposals.

3. PREPARATIONOFPROPOSAL

3.1 ConsultantsarerequestedtosubmitaProposal(para1.2)writteninthelanguage(s)specifiedintheData

Sheet.

TechnicalProposal

3.2 InpreparingtheTechnicalProposal,consultantsareexpectedtoexaminethedocumentscomprisingthis RFPindetail. Materialdeficienciesinprovidingtheinformationrequestedmayresultinrejectionofa Proposal.

3.3 While preparingtheTechnical Proposal,consultantsmust giveparticularattentiontothefollowing:

(i) IfaconsultantconsidersthatitdoesnothavealltheexpertisefortheAssignment,itmayobtaina fullrangeofexpertisebyassociatingwithindividualconsultant(s)and/orotherfirmsorentitiesin ajointventureorsub-consultancy,asappropriate. Consultantsmay associatewiththeother consultantsinvitedforthisAssignmentonlywithapprovaloftheClient asindicatedintheData Sheet. Consultantsmust obtaintheapproval oftheclientto enter into a Joint Venture with consultantsnot invitedforthis assignment.

(ii) Forassignmentsonastaff-timebasis,theestimatednumberofkeyprofessionalstaff-monthsis givenintheData Sheet. Theproposal shall,however,bebasedonthenumberofkey professional staff-monthsestimatedby thefirm.

(iii) Itisdesirablethatthemajorities of the key professional staff proposed be permanent employees of the firm or have anextendedandstable workingrelationwithit.

(iv) Proposedkeyprofessionalstaffmustataminimumhavetheexperience indicated intheData

Sheet.

(v) Alternativekeyprofessionalstaffshallnotbeproposed,andonlyonecurriculumvitae(CV)may besubmittedforeachposition.

(vi) Reportstobeissuedbytheconsultantsaspartofthisassignmentmustbeinthelanguage(s) specifiedintheData Sheet. It is desirablethat thefirm’s personnel haveaworking knowledgeof theClient’sofficial language.

3.4 TheTechnicalProposalshouldprovidethefollowinginformationusingtheattachedStandardForms

(Section3):

(i) A brief description of the Consultant’s organization and an outline of recent experience on assignments(Section3B)ofasimilarnature. Foreachassignment,theoutlineshould indicateinteralia,theprofilesandnamesofthestaffprovided,durationoftheassignment,contract amount,andfirm’sinvolvement.

(ii) AnycommentsorsuggestionsontheTermsofReferenceandonthedata,a listof services,and facilities to be provided by the Client (Section 3C).

(iii) A descriptionof themethodologyandworkplan forperformingtheassignment(Section3D).

(iv) Thelist oftheproposedstaffteambyspecialty,thetasksthatwouldbeassignedtoeachstaff team member,andtheirtiming (Section3E).

(v) CVsrecentlysignedbytheproposedkeyprofessionalstaffandtheauthorizedrepresentative submittingtheproposal(Section3F). Keyinformationshouldincludenumberofyearsworking

Forthefirm/entity,anddegreeofresponsibilityheldinvarious assignmentsduringthelastten

(10)Years.

(vi) Estimatesofthetotalstaffeffort(professionalandsupport staff; stafftime)tobeprovidedtocarry outtheAssignment,supportedbybarchartdiagramsshowing the time proposed for each key professional staffteam member. (Sections3Eand3G).

(vii) Adetaileddescriptionoftheproposedmethodology,staffing,andmonitoringoftraining,ifthe

Data Sheet specifies trainingasamajorcomponent oftheassignment. (viii) Any additional informationrequestedinthe Data Sheet.

3.5 TheTechnical Proposal shall not includeany financial information.

Financial Proposal

3.6 InpreparingtheFinancialProposal,consultantsareexpectedtotakeintoaccounttherequirementsand conditionsoftheRFPdocuments. TheFinancialProposal should followStandardForms(Section4). It lists allcosts associatedwiththe Assignment, including(a)remuneration for staff , and (b) reimbursable suchas subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization),servicesandequipment (vehicles,officeequipment, furniture, andsupplies),office rent, insurance,printingofdocuments,surveys;andtraining,ifitisamajorcomponentoftheassignment. If appropriate,thesecostsshouldbebrokendownby activity.

3.7 Consultantsshall expressthepriceoftheirservicesinIndianRupees.

3.8 TheDataSheetindicateshowlongtheproposalsmustremainvalidafterthesubmissiondate. During this period,theconsultant isexpectedtokeepavailablethekey professional staffproposedforthe assignment. TheClientwillmakeitsbestefforttocompletenegotiationswithinthisperiod. IftheClientwishesto extendthevalidityperiodoftheproposals,theconsultantswhodonotagreehavetherightnottoextend thevalidity oftheirproposals.

4. SUBMISSION, RECEIPT, ANDOPENINGOFPROPOSALS

4.1 TheoriginalProposal(TechnicalProposalandFinancialProposal;seepara1.2)shallbepreparedin indelible ink. Itshallcontainnointer-lineationoroverwriting,exceptasnecessarytocorrecterrorsmade bythefirm itself. Anysuchcorrectionsmustbeinitialedbythepersonorpersonswhosign(s)the Proposals.

4.2 AnauthorizedrepresentativeoftheConsultantinitialsallpagesoftheProposal. Therepresentative’s authorizationisconfirmedbyawrittenpowerofattorneyaccompanyingtheProposal.

4.3 ForeachProposal,youshouldpreparethenumberofcopiesindicatedintheDataSheet. EachTechnical ProposalandFinancialProposalshouldbemarked“Original” or“Copy”asappropriate. Ifthereareany discrepanciesbetweentheoriginal andthecopiesoftheProposal,theoriginal governs.

4.4 Theoriginalandall copiesoftheTechnicalProposalshallbeplacedinasealedenvelopeclearlymarked “Technical Proposal,” and the original and all copies of the Financial Proposal ina sealed envelope clearly marked “Financial Proposal” and warning: “Do Not Open with the Technical Proposal.” Both envelopesshallbeplacedintoanouterenvelopeandsealed. Thisouterenvelopeshall bethesubmission address and other information indicated in the Data Sheet and clearly marked, “DO NOT OPEN, EXCEPT INPRESENCE OFTHEEVALUATION COMMITTEE.”

4.5 ThecompletedTechnicalandFinancialProposalmustbedeliveredatthesubmissionaddressonorbefore thetimeanddatestatedin the Data Sheet. Any Proposal received after the closing time for submission of proposalsshall bereturnedunopened.

4.6 AfterthedeadlineforsubmissionofproposalstheTechnicalProposalshallbeopenedimmediatelybythe evaluationcommittee. TheFinancialProposalshallremainsealedanddepositedwiththeClientuntilall submittedproposalsareopenedpublicly.

General

5. PROPOSAL EVALUATION

5.1 Fromthetimetheproposalsareopenedtothetimethecontractisawarded,ifanyconsultantwishesto contacttheClientonanymatterrelatedtoitsproposal, itshoulddosoinwritingattheaddressindicatedin theDataSheet. AnyeffortbytheConsultanttoinfluencetheClientintheClient’sproposalevaluation, proposal comparisonorcontract awarddecisionsmay result intherejectionoftheconsultant’sproposal.

5.2 EvaluatorsofTechnicalProposalsshallhavenoaccesstotheFinancialProposalsuntilthetechnical evaluation,including its approval by competent authority is obtained

EvaluationofTechnicalProposals

5.3 TheevaluationcommitteeappointedbytheClientasawhole,andeachofitsmembersindividually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria,sub-criteria(typicallynotmorethanthreepercriteria)andpointsystem specifiedinthe DataSheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at thisstageifitdoesnotrespondtoimportantaspects of the Terms of Reference or if it fails toachieve the minimumtechnical scoreindicatedin theDataSheet.

PublicOpeningandEvaluationofFinancial Proposals;Ranking

5.4 Aftertheevaluationofqualityiscompleted,theClientshallnotifythoseconsultantswhoseproposalsdid notmeettheminimum qualifyingmarkorwereconsiderednon-responsivetotheRFPandTermsof Reference, indicating that their Financial Proposals will be returned unopened after completing the selectionprocess.TheClientshallsimultaneouslynotifytheconsultantsthathavesecuredthe minimum qualifyingmark,indicatingthedateandtimesetforopeningtheFinancialProposals. Theopeningdate shallnotbesoonerthanoneweekafterthenotificationdate. Thenotificationmaybesentbyregistered letter, cable, telex,facsimile, orelectronic mail.

5.5 TheFinancialProposalsshallbeopenedpubliclyinthepresenceoftheconsultants’representativeswho choosetoattend. Thenameoftheconsultant,thequalityscores,andtheproposedpricesshallberead aloudandrecordedwhentheFinancialProposalsareopened.TheClientshallprepareminutesofthe public opening.

5.6 TheevaluationcommitteewilldeterminewhethertheFinancialProposalsarecomplete,(i.e.,whetherthey havecostedallitemsoft thecorrespondingTechnicalProposals,ifnot,theClientwillcostthem andadd their cost tothe initial price), correct any computational errors.

5.7 The Client will select the lowest proposal(‘evaluated’ price) among those that passed the minimum technical score. The selectedConsultant will be invitedfor negotiations.

6. NEGOTIATIONS

6.1 Negotiationswillbeheld at the addressindicatedintheDataSheet. Theaimistoreachagreementonall pointsandsignacontract.

6.2 NegotiationswillincludeadiscussionoftheTechnicalProposal,theproposedmethodology(workplan), staffingandanysuggestionsmadebythefirmtoimprovetheTermsofReference. TheClientandfirm willthenworkoutfinalTerms ofReference, staffing,and bar charts indicatingactivities, staff, periods in thefieldandinthehomeoffice,staff-months,logistics,andreporting. Theagreedworkplanandfinal TermsofReferencewillthenbeincorporatedinthe“DescriptionofServices”andformpartof the contract. Specialattentionwillbepaidtogettingthemostthefirmcanofferwithintheavailablebudget andtoclearlydefiningtheinputsrequiredfrom theClientto ensure atisfactory implementationofthe Assignment.

6.3 Unlessthereareexceptionalreasons,thefinancialnegotiationswillinvolveneithertheremunerationrates forstaff(no breakdown offees)norotherproposedunit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professionalstaff,theClientexpectstonegotiateacontract onthebasisoftheexpertsnamedinthe Proposal. Beforecontractnegotiations,theClientwillrequireassurancesthattheexpertswillbeactually available. TheClient will not considersubstitutions duringcontract negotiations unless both partiesagree thatunduedelayintheselection process makes such substitution unavoidable or that such changes are criticaltomeetthe objectives of theassignment. Ifthis is not the case andif it is establishedthat key staff wasofferedintheproposalwithoutconfirmingtheir availability,the firm may be disqualified.

6.5 Thenegotiationswillconcludewithareviewofthedraftformofthecontract. Tocompletenegotiations theClientandthefirm willinitialtheagreedcontract. Ifnegotiationsfail,theClientwillinvitethe Consultantwhohasquotedthesecondlowestpricefornegotiations.Theprocesswillberepeatedtill an agreed contract is concluded.

7. AWARDOFCONTRACT

7.1 Thecontractwillbeawardedfollowingnegotiations.Afternegotiationsarecompleted,theClientwill promptlynotifyotherconsultantsontheshortlistthat theywereunsuccessfulandreturntheFinancial Proposalsofthoseconsultantswhodidnot passthetechnical evaluation(para5.3)

7.2 TheConsultantisexpectedtocommencetheAssignmentonthedateandatthelocationspecifiedinthe

Datasheet.

8. CONFIDENTIALITY

8.1 Informationrelatingtoevaluationofproposalsandrecommendationsconcerningawardsshallnotbe disclosedtotheconsultantswhosubmittedtheproposals ortootherpersonsnotofficiallyconcerned with the process, until the winningfirmhas been notifiedthat it has beenawardedthe contract.

DATASHEET

InformationtoConsultants

|  |  |
| --- | --- |
| Clause  Reference | |
| 1.1 | Thename oftheClient is:Executive Engineer, KNNL, SLIS Division No-1,  MundargiGadag (Dist)  Themethodofselectionis: Least Cost Selection(LCS) |
| 1.2 | A technicalandaFinancialProposalsarerequested: Yes ... No...  Thename,objectivesanddescriptionoftheAssignment are:**Consultancy Services for Valuation of Public, Private building and open sites in Vitalapura village which is submerged by the backwaters of the SLIS barrage in MundaragiTaluk, Gadag District**  Taluk, Gadag District.” |
| 1.3 | The Assignment is phased: Yes No [Ifyes,indicate the phasing] |
| 1.4 | Apre-proposalconferencewillbeheld: Yes No [Ifyes,indicatedate,timeand venue]  Thename(s),address(es),andtelephone/numbersoftheClient’sOfficial(s)are: |
| 1.5 | TheClientwillprovidethefollowinginputs: |

1.7.2 TheClientenvisagestheneedforcontinuityfordownstreamwork: Yes No

[If

Yes,outlineintheTermsofReferencethescope,nature, andtimingoffutureworkand indicateherethemannerinwhich thisinformation willbe factoredintheevaluation]

1.11 Theclausesonfraudandcorruptioninthecontract areSub-Clause2.7.1ofG.C.C.

2.1 Clarifications may be requested up to one day prior to pre-proposal conference/or

[Insertnumber]daysbeforethesubmissiondate.(Chooseoneoption)

Theaddressforrequestingclarificationsis:Executive Engineer, KNNL, SLIS Division No-1,

MundargiGadag (Dist)

Facsimile:

3.1 Proposalsshouldbesubmittedinthefollowinglanguage(s): English

3.3 (i) ShortlistedConsultant may associate with other shortlistedConsultant: Yes No

(ii) Theestimatednumberofkeyprofessionalstaffmonthsrequiredfortheassignment is:

(iv) Theminimumrequiredexperienceofproposedkey professional staff is:

[Position,numberofyearsofprofessionalexperience,specific

Expertise]

(vi) Reportswhicharepartoftheassignmentmust bewritteninthefollowinglanguage: English

3.4 (vii) Trainingis animportant featureofthis Assignment: Yes No

[Ifyesprovideappropriateinformation]

(viii) AdditionalInformationin theTechnicalProposalincludes:

3.10 Proposalsmust remain valid 90days afterthesubmissiondate

i.e. until:

4.3 Consultantsmust submit anoriginal and [Number]additionalcopiesof eachproposal.

4.4 Theproposal submissionaddress is: Theinformationontheouterenvelopeshouldalsoinclude:

4.5 Proposalsmustbesubmittednolater thanthefollowing date and time:

5.1 The address tosendinformationtothe Client is:Executive Engineer, KNNL, SLIS Division No-1,

MundargiGadag (Dist)

5.3 Thenumberofpointstobegivenunder each of the evaluationcriteriaare:

SECTION 3.TECHNICALPROPOSAL -STANDARDFORMS

3A. Technical Proposal submissionform.

3B. Consultant’sreferences.

3C. CommentsandsuggestionsontheTermsofReferenceandondataservices,andfacilities tobeprovidedby theClient.

3D. Descriptionofthemethodology andworkplanforperformingtheassignment.

3E. Teamcompositionandtaskassignments.

3F. Format ofCurriculumVitaeofproposedkey professional staff.

3G. Time scheduleforprofessional personnel.

3H. Activity (work)schedule.

3A. TECHNICALPROPOSAL SUBMISSIONFORM

[Location,Date]

|  |  |  |
| --- | --- | --- |
| FROM: (NameofConsultant) |  | TO: **The Executive Engineer,** |
|  |  | KNNL, SLIS Division No-1, |
|  |  | MundargiGadag (Dist) |
|  |  |  |

Ladies/Gentlemen:

Subject: **Consultancy Services for Valuation of Public, Private building and open sites in Vittalapura village which is submerged by the backwaters of the SLIS barrage in Mundaragi Taluk, Gadag District.**

We,theundersigned,offertoprovidetheconsultingservicesfortheaboveinaccordancewithyour RequestforProposaldated[Date],andourProposal. WeareherebysubmittingourProposalwhichincludesthis Technical Proposal,andaFinancial Proposal sealedunderaseparate envelope.

IfnegotiationsareheldduringtheperiodofvalidityoftheProposal,i.e.,beforeDate]weundertaketo negotiation thebasisoftheproposedstaff. Our Proposal is bindinguponusandsubject tothemodifications resultingfromcontract negotiations.

We understandyouarenotboundtoacceptanyProposal you receive. We remain,

Yours sincerely,

AuthorizedSignature: Name andTitle ofSignatory: Name ofConsultant: Address:

3B. CONSULTANT’SREFERENCES

RelevantServicesCarriedOutintheLastFiveYears

ThatBestIllustrateQualifications

Usingtheformatbelow,provideinformationoneachreferenceassignmentforwhichyourfirm/entity,either individually as a corporate entity oras one ofthe major companies withinanassociation,was legally contracted.

|  |  |  |
| --- | --- | --- |
| Assignment Name: | | Country: |
| LocationwithinCountry: | | Key professional staff Provided by  YourFirm/entity(profiles): |
| Name ofClient: | | No.ofStaff: |
| Address: | | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | CompletionDate (Month/Year): | Approx.ValueofServices(RsM): |
| Name ofAssociatedConsultants,ifany: | | No.ofMonthsofKey professional staff,providedby Associated Consultants: |
| Name ofSeniorStaff(Project Director/Coordinator,TeamLeader)involvedandfunctionsperformed: | | |
| NarrativeDescriptionofProject: | | |
| DescriptionofActual ServicesProvidedby YourStaff: | | |

Consultant’sName:

3C. COMMENTS ANDSUGGESTIONS OFCONSULTANTS ONTHETERMSOFREFERENCEANDONDATA, SERVICES,ANDFACILITIESTOBEPROVIDEDBYTHECLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

Onthe data, services, andfacilitiesto be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'SNAME:

**3D.** DESCRIPTIONOF THEMETHODOLOGYANDWORKPLAN FOR PERFORMING**THE**ASSIGNMENT

3E. TEAMCOMPOSITION ANDTASKASSIGNMENTS

1. Technical/ManagerialStaff

|  |  |  |  |
| --- | --- | --- | --- |
| Sl.No. | Name | Position | Task |
| 1.  2.  3.  4.  ..  .. |  |  |  |

2. SupportStaff

|  |  |  |  |
| --- | --- | --- | --- |
| Sl.No. | Name | Position | Task |
| 1.  2.  3.  4.  ..  .. |  |  |  |

3F. FORMATOFCURRICULUMVITAE(CV)FOR

PROPOSED KEYPROFESSIONALSTAFF

ProposedPosition:

Name ofConsultant:

Name ofStaff:

Profession:

Date ofBirth:

Years withFirm/Entity: Nationality:

MembershipinProfessional Societies:

Detailed Tasks Assigned:

KeyQualifications:

[Givean outline ofstaffmember’sexperienceandtrainingmostpertinenttotasksonassignment. Describedegree ofresponsibilityheldbystaffmemberonrelevantpreviousassignmentsandgivedatesandlocations. Useabout halfapage.]

Education:

[Summarizecollege/universityandotherspecializededucationofstaffmember,givingnamesofschools,dates attended,anddegreesobtained. Useaboutonequarterofapage.]

EmploymentRecord:

[Startingwithpresentposition,listinreverseordereveryemploymentheld. Listallpositionsheldbystaffmember sincegraduation, givingdates,namesofemploying organizations,titlesofpositionsheld,andlocationsof assignments. Forexperienceinlasttenyears,alsogivetypesof activitiesperformedandclientreferences,where appropriate. Useabout twopages.]

Languages:

[Foreachlanguageindicateproficiency:excellent,good,fair,orpoor;inspeaking,reading,andwriting]

Certification:

I,theundersigned,certifythattothebestofmyknowledgeandbelief,thesedatacorrectlydescribeme,my qualifications,andmy experience.

Date:

[SignatureofstaffmemberandauthorizedrepresentativeoftheConsultant] Day/Month/Year

Fullnameof staffmember: Full nameofauthorizedrepresentative:

3G. TIMESCHEDULEFORPROFESSIONALPERSONNEL

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name | Position | Reports Due/Activities | Months (in the form of a Bar Chart)\* | | | |
| 1 | 2 | 3 | Number of  Months |
| 1.  2.  3.  4. |  |  |  |  |  |  | Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4) |

Full-time: Part-time: Reports Due:

ActivitiesDuration:

Signature:

\*TheScheduleshouldbefortheperiodofcompletionofassignment (AuthorizedRepresentative)

FullName:

Title:

Address:

3H. ACTIVITY(WORK)SCHEDULE

A. FieldInvestigationandStudyItems:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | MonthwiseProgram(informofBarChart) ++  [1st,2nd,etc.aremonthsfromthestartofassignment] | | | | | | | | | | | |
| Sl.No. | ItemofActivity(Work) | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
|  |  | |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |

++TheProgramshouldbeperiodof completionof assignment.

B. CompletionandSubmissionof Reports

|  |  |
| --- | --- |
| Reports: \* | Programme: (Date) |
| 1. InceptionReport |  |
| 2. InterimProgressReport  (a) FirstStatusReport  (b) SecondStatusReport |  |
| 3. DraftReport |  |
| 4. FinalReport |  |

\*Modifyas requiredfortheAssignment.

SECTION 4. FINANCIAL PROPOSAL-STANDARDFORMS

4A. Financial Proposal submissionform.

4B. Summary ofcosts.

4C. Breakdownof costs.

4A. FINANCIALPROPOSAL SUBMISSIONFORM

[Location,Date]

|  |  |  |
| --- | --- | --- |
| FROM: (NameofConsultant) |  | TO: The Executive Engineer, |
|  |  | KNNL, SLIS Division No-1, |
|  |  | MundargiGadag (Dist) |

Ladies/Gentlemen:

Subject:Hiring of“Consultancy Services for survey, investigation, preparation of designs, drawings, Detailed Project Report, Estimate & DTP for **Consultancy Services for Valuation of Public, Private building and open sites in Vittalapura village which is submerged by the backwaters of the SLIS barrage in Mundaragi Taluk, Gadag District**

Financial Proposal.

We,theundersigned,offertoprovidetheconsultingservicesfortheaboveinaccordancewithyour RequestforProposaldated[Date],andourProposal(technicalandFinancialProposals). Ourattachedfinancial proposal is forthesumof[Amountinwordsandfigures].

Ourfinancialproposalshallbebindinguponussubjecttothemodificationsresultingfrom contract negotiations,uptoexpirationofthevalidity periodoftheProposal,i.e.,[Date].

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabovecontract, we willstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely“PreventionofCorruptionAct

1988”.

We understandyouarenotboundtoacceptanyProposal you receive.

We remain,

Yours sincerely, AuthorizedSignature:

Name andTitle ofSignatory: Name ofthe Consultant: Address:

4B. SUMMARYOFCOSTS:-Deleted

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | | | Description @ | Amount  (Rupees) |
|  |  |  |
| I II III IV V VI VII  VIII IX | | | RemunerationforKey professional staff  SupportingStaff Transportation Duty Travel toSite Office Rent  Office Supplies, Utilities andCommunication  Office Furniture and Equipment Reports andDocument Printing Surveys |  |
|  | | | TOTALCOST |  |
| Consultancy ServicesTax |  |
|  | | | TOTALCOSTS(IncludingServiceTax) |  |

Note: TheceilingcostoftheconsultancyisasshownintheSummaryofCosts. Paymentswillbemadeasper stipulations oftheSpecialConditions ofContract. The break-upofcostas giveninformats 4Cis tofacilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify theitems asappropriate fortheconsultancy assignment.

4C. BREAKDOWNOF COSTS(RS) :- Deleted

IREMUNERATIONFOR STAFF

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | | | Position | | | Name | Rate\*(Rs.)\*\* | | | SM | Amount(Rs) |
|  |  |  |  |  |  |  |  |  |
|  | | | Keyprofessional staff | | |  |  | | |  |  |
| 1. | | |  | | |  |  | | |  |  |
| 2. | | |  | | |  |  | | |  |  |
| 3. | | |  | | |  |  | | |  |  |
| 4. | | |  | | |  |  | | |  |  |
| 5. | | |  | | |  |  | | |  |  |
| 6. | | |  | | |  |  | | |  |  |
|  | | | Sub-Total | | |  |  | | |  |  |
|  | | | Sub-Keyprofessionalstaff | | |  |  | | |  |  |
| 1. | | |  | | |  |  | | |  |  |
| 2. | | |  | | |  |  | | |  |  |
| 3. | | |  | | |  |  | | |  |  |
| 4. | | |  | | |  |  | | |  |  |
| 5. | | |  | | |  |  | | |  |  |
| 6. | | |  | | |  |  | | |  |  |
|  | | | Sub-Total | | |  |  | | |  |  |
|  | | | TOTAL | | |  |  | | |  |  |

SM=StaffMonth

II. SupportStaff

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Position | Name | StaffMonths | BillingRate( | | | Amount(Rs) |
|  | Rs) \*\* |  |
| 1  2  3  4 |  |  |  |  | | |  |
|  |  |  |  | Total: | | |  |

\*TheratesshouldnotincludeanyadjustmentforinflationwhichwillbeseparatelypaidforinaccordancewithClause6.2 (a)ofS.C.C,whereverapplicable.

\*\*Providethebreakupoftheratestoshowthebasicsalary,social costsandoverhead.

III Transportation(Reimbursable) Deleted

Total:

IV. DutyTraveltoSite(Reimbursable) Deleted

V OfficeRent(Reimbursable)\*Deleted

Total:

\*Preparedetails asappropriate fortheconsultancy assignment.

VI. OfficeSupplies,UtilitiesandCommunication(Reimbursable) DeletedTotal:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | | | Item\* | Months | Monthly | | | Amount in  (Rs) |
|  |  |  |  | Rate (Rs) |  |
| 1.  2.  3.  4. | | |  |  |  | | |  |

TOTAL: ----------------------------

\*Preparedetails asappropriate fortheconsultancy assignment.

VII. OfficeFurnitureandEquipment(Reimbursable)Deleted

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Description(\*) | Unit | Quantity | Rate | | | Amount  ( ) |
|  | ( ) |  |
| 1  2  3  4  5  6  1  2  3  4  5  6 | OfficeFurniture(Purchase)  OfficeEquipment(Purchase)\* |  |  |  | | |  |
|  |  |  |  | Total | | |  |

\*Preparedetails asappropriate fortheconsultancy assignment

VIII. Reports andDocumentPrintingDeleted

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Description\* | Number | No.of  Copies | Rate per | | | Amount(Rs.) |
|  | Copy  (Rs.) |  |
| 1  2  3  4  5 |  |  |  |  | | |  |
|  |  |  |  | Total | | |  |

IX. TopographicalSurveys(ifany) **Deleted**

• Preparedetails asappropriate fortheconsultancy assignment

SECTION 5. TERMSOFREFERENCE

TermsofReferenceshouldnormally containthefollowingsections:

1. BACKGROUND

2. A CONCISE STATEMENTOF OBJECTIVES

3. ANOUTLINEOFTHETASKSTOBECARRIEDOUT

4. SCHEDULEFOR COMPLETION OF TASKS

5. DATA,SERVICESAND FACILITIESTOBEPROVIDED BYTHECLIENT

6. FINALOUTPUTS(i.e.,REPORTS,DRAWINGS, etc.)THATWILLBEREQUIREDOF THE CONSULTANT

7. COMPOSITION OF REVIEWCOMMITTEETOMONITOR CONSULTANTS WORK

8. PROCEDURE FOR REVIEWOF PROGRESS REPORTS,INCEPTION,STATUS,FINALDRAFT AND FINALREPORTS

9. LISTOFKEYPROFESSIONAL POSITIONS WHOSECVANDEXPERIENCEWOULDBE EVALUATED. (Thisshouldbesame asindicatedinClause3.3(iv)ofData Sheet toInformationto Consultants.)

1. **BACKGROUND**

Vithalapur village of Mundaragitaluka is being submerged to the back water of Singatalur lift Irrigation Project Barrage Construction. And to be relocate the Vithalapur Village a total area of 52224.01sqm in order to provide Immediate rehabilitation of flooded Vithalapur village the land Acquisition of private and public buildings and open sites is an important element in the process of rehabilitation and reconstruction. According to Proceedings of Government of Karnataka Government order Number :**PÀA.E/95DgïEºÉZï/2012 ¨ÉAUÀ¼ÀÄgÀÄ, ¢£ÁAPÀ:19.12.2012** the Complete relocation and rehabilitation of Vittalapur village in MundaragiTalukaGadag District.

1. **A CONCISE STATEMENT OF OBJECTIVES**

The main objective of the scheme is to consultancy to above name of work in MundaragitalukGadag

District.

Objective of this BID is to avail the services of competent bidders. The scope of the bid and the outline of

the tasks to be carried out by the bidder is as follows.

1. **AN OUTLINE OF THE TASKS TO BE CARRIED OUT**

|  |
| --- |
| The detailed estimate for the above work consists of the following items: |
| * Taking Measurements of the existing structure on the site in the village and preparation of detailed estimate based on the measurement taken of each building and plan and estimate in 6 sets of hard copy and one set of soft copy duly mentioning the name of village, Name of owner VPC number, checkbandi and other available details regarding including all costs of transportation of labour and other sundry charges etc., with all lead and lift charges etc.., complete as per direction-in-charge. |
| * Digital videography and Photography with GPS of all the inside and outside component of the building with name of owner, VPC number to be edited in the CD and supply two copies including cost of all transportation, labouretc with all lead and lift charges etc.., complete as per the direction of the Engineer-in charge. * During valuation of structures/Plots if any of rate of items are not available in UNI SR. the consultants shall prepare the data rates for such items and got approved from SE and same shall be adopted. * The consultant is held responsible for any discrepancies’ in the measurement and valuation of buildings/plots/any other structures |
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|  |

SECTION VI:CONTRACTFORCONSULTANT’SSERVICES

between

[NameofClient]

and

[NameofConsultants]

Dated:

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I. FORMOFCONTRACT

This CONTRACT(hereinafter called the "Contract") is made the

Day ofthe month of

otherhand,,200,between,ontheonehand,

( Hereinaftercalledthe"Consultants").

(hereinaftercalledthe"Client")and,onthe

[Note∗:IftheConsultantsconsistofmorethanoneentity,theabove should bepartially amendedtoread asFollows:

“...(hereinafter calledthe"Client")and,ontheotherhand,ajointventureconsistingofthefollowingentities,eachofwhichwillbejointlyandseverallyliabletotheClientforalltheConsultants'obligationsunderthisContract, namely, and (hereinaftercalledthe"Consultants.")”].

WHEREAS

(a) The ClienthasrequestedtheConsultantstoprovidecertainconsultingservicesasdefinedinthe

General ConditionsofContract attachedtothisContract(hereinaftercalledthe"Services");

(b) The Consultants,havingrepresentedtotheClientthattheyhavetherequiredprofessionalskills,and personnelandtechnicalresources, haveagreedtoprovidetheServicesonthetermsandconditions set forthinthis Contract; and

NOWTHEREFORE the parties hereto hereby agree as follows:

1. The following documents attached heretoshall be deemedtoformanintegral part ofthis Contract: (a) TheGeneral ConditionsofContract (hereinaftercalled"GC");

(b) TheSpecial Conditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

AppendixA: DescriptionoftheServices

AppendixB: ReportingRequirements

AppendixC: Key Personnel andSub-consultants

AppendixD: DutiesoftheClient

AppendixE: Cost Estimates

AppendixF: FormofGuaranteeforAdvancePayments

[Note: IfanyoftheseAppendicesarenotused,thewords"NotUsed"shouldbeinsertedbelow nexttothe title ofthe Appendixonthe sheet attachedheretocarryingthe title ofthatAppendix.].

2. ThemutualrightsandobligationsoftheClientandtheConsultantsshallbeassetforthintheContract;in particular:

(a) TheConsultantsshallcarryouttheServicesinaccordancewiththeprovisionsoftheContract;

and

(b) TheClientshallmakepaymentstotheConsultantsinaccordancewiththeprovisionsofthe

Contract.

INWITNESSWHEREOF,thePartiesheretohavecausedthisContracttobesignedintheirrespectivenamesasof theday and yearfirst abovewritten.

∗ Allnotesshouldbedeletedinthefinaltext

FORANDONBEHALFOF[NAMEOFTHECLIENT]

By

(AuthorizedRepresentative)

FORANDONBEHALFOF[NAMEOFTHECONSULTANTS]

By

(AuthorizedRepresentative)

[Note: IftheConsultantsconsistofmorethanoneentity,alloftheseentitiesshouldappearassignatories,e.g.,in thefollowingmanner:]

FORANDONBEHALFOFEACHOF

THEMEMBERSOF THECONSULTANTS [NameoftheMember]

By

(AuthorizedRepresentative) [NameoftheMember]

By

(AuthorizedRepresentative)

etc.

II. GENERALCONDITIONSOFCONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in thisContract havethe followingmeanings:

(a) "ApplicableLaw"meansthelawsandanyotherinstrumentshavingtheforceoflawinIndia,as they may be issuedandinforce fromtime totime;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract(GC)areattached,togetherwithallthedocuments listedinClause 1 ofsuchsigned Contract;

(c) “EffectiveDate”meansthedate onwhichthisContractcomesintoforceandeffectpursuantto

ClauseGC 2.1

(d) “ContractPrice”meansthepricetobepaidfortheperformanceoftheServices,inaccordance withClause 6;

(e) "GC" meanstheseGeneral ConditionsofContract; (f) "Government"meanstheGovernmentofKarnataka; (g) "Localcurrency"meansIndianRupeea;

(h) "Member", in case theConsultantsconsist ofa joint venture ofmore than one entity, means any of theseentities,and"Members" means all of these entities; ‘Member in Charge’ means the entity specifiedintheSC toact ontheirbehalfinexercisingall theConsultants’ rights and obligations towardstheClient underthis Contract.

(i) "Party" means the Client orthe Consultants,as thecasemay be, and Partiesmeans both of them;

(j) "Personnel"meanspersonshiredbytheConsultantsorbyanySub-consultantasemployeesand assignedtotheperformanceoftheServicesorany partthereof;and‘key personnel’meansthe personnel referredtoinClauseGC4.2(a)

(k) "SC"meanstheSpecialConditionsofContractbywhichtheseGeneralConditionsofContract may beamendedorsupplemented;

(l) "Services"meanstheworktobeperformedbytheConsultantspursuanttothisContractas describedinAppendixA; and

(m) "Sub-consultant"meansanyentitytowhichtheConsultantssubcontractanypartoftheServices inaccordancewiththeprovisionsofClauses3.5and4.

(n) ‘Thirdparty”meansanypersonorentityotherthantheGovernment,theClient,theConsultants, ora Sub-Consultant.

1.2 LawGoverning theContract

ThisContract,itsmeaningandinterpretation,andtherelationbetweenthePartiesshallbegovernedbythe

Applicable Law.

1.3 Language

ThisContracthasbeenexecutedinEnglishlanguage,whichshallbe the binding and controlling language for all matters relatingtothe meaning orinterpretation ofthis Contract.

1.4 Notices

Anynotice,requestorconsentmadepursuant tothis Contract shall be inwriting and shall be deemed to havebeenmadewhendelivered inpersontoanauthorizedrepresentativeofthePartytowhom the communicationis addressed,orwhensentbyregisteredmail,telex,telegram orfacsimiletosuchParty at theaddress specifiedintheSC.

1.5 Location

TheServicesshallbeperformedatsuchlocationsasarespecifiedinAppendixAand,wherethelocation ofaparticulartaskisnotsospecified,atsuchlocations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 AuthorizedRepresentatives

Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredorpermittedtobeexecuted, underthisContractby theClientortheConsultantsmay betakenorexecutedby the official’s specifiedin the SC.

1.7 TaxesandDuties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositionsasmaybeleviedundertheApplicableLaw,theamount of which is deemedtohavebeen includedintheContractPrice.

2. Commencement,Completion, ModificationandterminationofContract

2.1 EffectivenessofContract

ThisContractshallcomeintoeffectonthedatetheContractissignedby both Parties and suchotherlater date as may be stated in the SC.

2.2 Commencementof Services

TheConsultantsshallbegincarryingouttheServiceswithinthirty(30)daysafter thedatetheContract becomeseffective,oratsuchotherdateas may be specifiedin theSC.

2.3 ExpirationofContract

UnlessterminatedearlierpursuanttoClause2.7, thisContractshallterminateattheendofsuchtime periodafter the Effective Date as is specifiedin theSC.

2.4 Modification

ModificationofthetermsandconditionsofthisContract,includinganymodificationofthescopeofthe

Services or ofthe Contract Price, may only bemade by writtenagreement betweenthe Parties.

2.5 ForceMajeure

2.5.1 Definition

ForthepurposesofthisContract,"ForceMajeure"meansaneventwhichis beyond the reasonablecontrolofaParty,andwhichmakesaParty'sperformanceofitsobligationsunder the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 NoBreachofContract

ThefailureofaPartytofulfillanyof its obligations under the contract shall not be considered to beabreachof,ordefaultunderthisContractinsofarassuchinabilityarisesfrom aneventof ForceMajeure,providedthatthePartyaffectedbysuchanevent(a)hastakenallreasonable precautions,due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informedtheotherParty as soon as possibleabout the occurrenceofsuchanevent.

2.5.3 Extensionof Time

Anyperiodwithinwhicha Party shall, pursuant tothis Contract,completeany action ortask, shallbeextendedforaperiodequal tothetimeduringwhichsuchParty wasunabletoperform suchactionasaresultofForceMajeure.

2.5.4 Payments

Duringtheperiodoftheirinabilitytoperform theServicesasaresultofaneventofForce Majeure,theConsultantsshallbeentitledtocontinuetobepaid under the terms of this Contract, aswellastobereimbursedforadditionalcostsreasonably andnecessarily incurredby them duringsuchperiodforthepurposesoftheServicesandinreactivatingtheServiceaftertheend ofsuchperiod.

2.6 Suspension:

The Client may by written notice ofsuspensiontothe Consultants, suspendall payments tothe ConsultantshereunderiftheConsultantsfailto perform anyoftheirobligationsunderthiscontract, includingthecarryingout oftheServices,providedthat suchnoticeofsuspension(i)shall specify the natureofthefailure,and(ii)shallrequesttheConsultantstoremedy suchfailurewithina period not exceedingthirty(30) days afterreceiptby theConsultantsofsuchnoticeofsuspension.

2.7 Termination

2.7.1 by theClient

TheClientmayterminatethisContract,by not less thanthirty (30) days’ written notice of terminationtotheConsultants,tobegivenaftertheoccurrenceofanyofthe events specifiedin paragraphs(a)through(d)ofthis Clause2.7.1andsixty (60)days’inthecaseofthe event referredtoin(e):

(a) If theConsultantsdonotremedyafailureintheperformanceoftheirobligationsunderthe Contract,withinthirty(30)daysofreceiptafter being notified or within such further period astheClient may havesubsequently approvedinwriting;

(b) If theConsultants(orany oftheirMembers)become insolvent orbankrupt;

(c) If, astheresultofForceMajeure,theConsultantsareunabletoperformamaterialportion oftheServicesforaperiodofnot lessthansixty (60)days; or

(d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practicesincompetingfororinexecutingtheContract.

Forthepurposeofthis clause:

“Corruptpractice”meanstheoffering,giving,receivingorsolicitingof anything of value to influencetheactionof a publicofficialin theselectionprocess or incontractexecution.

“Fraudulent practice”meansamisrepresentationoffactsinordertoinfluenceaselection process or theexecution of a contract to the detriment of GOK, and includes collusive practiceamongconsultants(priortooraftersubmissionofproposals) designedtoestablish pricesatartificialnon-competitivelevelsand to deprive GOK of the benefits of free and opencompetition.

(e) If theClient,initssolediscretionandforanyreasonwhatsoever,decidestoterminatethis

Contract.

2.7.2 BytheConsultants:- Deleted

2.7.3 CessationofRightsandObligations

UponterminationofthisContractpursuanttoClauseGC2.7,oruponexpirationofthis ContractpursuanttoClauseGC2.3,allrightsandobligationsofthePartieshereundershall cease, except :

(i) Such rightsandobligationsas mayhaveaccruedonthedateof terminationorexpiration;

(ii) The obligation ofconfidentiality set forthinClause GC 3.3 hereof;

(iii) The Consultants’obligationstopermitinspection,copyingandauditingoftheiraccounts andrecordsset forthinClauseGC3.5(ii)hereof; and

(iv) Any right whichaParty may haveundertheApplicable Law.

2.7.4 CessationofServices

UponterminationofthisContractbynoticeofeitherPartytotheotherpursuanttoClausesGC

2.7.1orGC2.7.2hereof,theConsultantsshall,immediatelyupondispatchorreceiptofsuch notice,takeallnecessarystepstobringtheServicestoacloseinaprompt andorderly manner andshallmakeeveryreasonableefforttokeepexpendituresforthispurposetoaminimum. WithrespecttodocumentspreparedbytheConsultantsandequipmentandmaterialsfurnished bytheClient,theConsultantsshallproceedasprovided,respectively,byClausesGC3.8and GC 3.9.

2.7.5 Payment uponTermination

UponterminationofthisContractpursuantto Clauses GC 2.7.1 hereof,theClient shallmakethefollowingpaymentstotheConsultants(afteroffsettingagainstthesepayments any amount that may beduefromtheConsultant totheClient)):

(a) Remuneration pursuanttoClauseGC6hereofforServicessatisfactorilyperformedprior tothe effective date oftermination;

(b) Reimbursable expenditurespursuanttoClauseGC6hereofforexpendituresactually incurred prior tothe effective date oftermination; and

(c) Except inthecaseofterminationpursuanttoparagraphs(a)through(b)ofClauseGC

2.7.1hereof,reimbursementofanyreasonablecostincidenttothepromptandorderly termination ofthe Contract.

2.7.6 DisputesaboutEventsofTermination

IfeitherPartydisputeswhetheraneventspecifiedinparagraphs(a)through(e)ofClauseGC

2.7.1orinClauseGC2.7.2hereofhasoccurred,suchPartymay,withinforty-five(45)days afterreceiptofnoticeofterminationfrom theotherParty,referthemattertoarbitrationpursuant toClauseGC7hereof,andthisContractshallnot beterminatedonaccount ofsuchevent except inaccordancewiththeterms of anyresultingarbitralaward.

3. Obligations oftheConsultants

3.1 General

TheConsultantsshall performtheServicesand carry out theirobligationshereunderwithall due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriateadvancedtechnologyandsafeandeffectiveequipment, machinery, materials and methods.TheConsultantsshallalwaysact,inrespect ofany matterrelatingtothis Contract orto theServices,asfaithfuladviserstotheClient,andshallatall times support and safeguardthe Client's legitimate interests inany dealings withSub-consultants orThirdParties.

|  |  |  |
| --- | --- | --- |
| 3.2 | Confl | ctofInterests |
|  | 3.2.1 | ConsultantsNottoBenefitfromCommissions,Discounts,etc. |
|  |  | The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the  Consultants' sole remuneration in connection with this Contract or the Services and the |

Consultantsshallnotacceptfortheirownbenefitanytradecommission,discount or similar paymentin connection with activities pursuant to this Contract or to the Services or in the dischargeoftheirobligationshereunder,andtheConsultantsshall usetheirbest effortstoensure thatanySub-consultants,aswellasthePersonnelandagentsofeitherofthem,similarlyshall notreceiveanysuch additionalremuneration.

3.2.2 ProcurementRulesof Funding Agencies

IftheConsultants,aspartoftheServices, havetheresponsibilityofadvisingtheClientonthe procurementofgoods,worksorservices,theConsultantsshall comply withany applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibilityinthebestinterestoftheClient. Anydiscountsorcommissionsobtainedbythe Consultantsintheexerciseof suchprocurementresponsibilityshall be for the account of the Client.

3.2.3 ConsultantsandAffiliates not toengageinCertainActivities

TheConsultantsagreethat,duringtheterm ofthisContractandafteritstermination,the Consultantsandanyentity affiliatedwiththe Consultants, as well as any Sub-consultant andany entityaffiliatedwithsuchSub-consultant,shallbedisqualifiedfrom providinggoods,worksor services(otherthantheServicesandanycontinuationthereof)foranyprojectresultingfrom or closely relatedtothe Services.

3.2.4 Prohibition ofConflictingActivities

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

(a) During thetermofthisContract,anybusinessorprofessionalactivitiesinGOKwhich would conflictwith the activitiesassignedtothemunderthisContract;and

(b) After theterminationofthisContract,suchotheractivitiesasmaybespecifiedinthe

SC.

3.3 Confidentiality

TheConsultants,theirSub-consultantsandthePersonnelofeitherofthemshallnot,eitherduringthe term orwithintwo(2)yearsaftertheexpirationofthisContract,discloseanyproprietaryorconfidential informationrelatingtotheProject,theServices,thisContract or the Client's business or operations withoutthepriorwrittenconsentof theClient.

3.4 InsurancetobeTakenOutbytheConsultants

TheConsultants(i)shalltakeoutandmaintain,andshallcauseanySub-consultantstotakeout and maintain,attheir(ortheSub-consultants',asthecasemaybe)own cost but on terms and conditions approvedbytheClient,insuranceagainst the risks, and for the coverage’s, as shall be specified in the SC, and(ii)attheClient'srequest,shall provideevidencetotheClient showingthat suchinsurancehasbeen takenout andmaintainedandthat thecurrent premiums thereforhavebeenpaid.

3.5 Accounting,InspectionandAuditing

TheConsultants(i)shallkeepaccurateandsystematicaccountsandrecordsinrespectof the Services, hereunder,inaccordancewithinternationallyacceptedaccountingprinciplesandinsuchformanddetail

Aswillclearlyidentifyallrelevanttimecharges and cost, and the bases thereof (including such bases as maybespecificallyreferredtointheSC);(ii)shall permittheClient orits designatedrepresentative periodically,anduptooneyearfrom theexpirationorterminationofthisContract,toinspectthesame andmake copiesthereofaswell astohavethemauditedby auditorsappointedby theClient.

3.6 Consultants'ActionsRequiringClient's PriorApproval

TheConsultantsshallobtaintheClient'spriorapprovalinwritingbeforetakinganyofthe following actions:

(a) enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeingunderstood (i)thattheselectionoftheSub-consultantandthetermsandconditionsofthesubcontract shall havebeenapprovedinwritingbytheClientpriortotheexecutionofthesubcontract,and(ii) thattheConsultantsshallremainfullyliablefortheperformanceoftheServicesbytheSub- consultant andits Personnel pursuant tothis Contract; and

(b) AppointingsuchmembersofthePersonnelasarelistedinAppendixC("Consultants'Sub- consultants’KeyPersonnel")merely by titlebut not by name;

(c) Any otheractionthat may be specifiedin the SC.

3.7 ReportingObligations

TheConsultantsshallsubmittotheClientthereportsanddocumentsspecifiedinAppendixB hereto,in the form, inthe numbers andwithinthe time periods set forthinthe saidAppendix.

3.8 DocumentsPreparedbytheConsultantstoBethePropertyoftheClient

Allplans,drawings,specifications,designs,reports,otherdocumentsandsoftwarepreparedby the ConsultantsfortheClientunderthisContractshallbecomeandremaintheproperty oftheClient,andthe Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documentstotheClient,togetherwithadetailedinventory thereof. TheConsultantsmay retainacopy of suchdocumentsandsoftware. Restrictionsaboutthefutureuseof these documents andsoftware, ifany, shallbe specifiedin theSC.

3.9 EquipmentandMaterialsFurnishedbytheClient

Equipment and materials made available to the Consultants by the Client, or purchased by the ConsultantswithfundsprovidedbytheClient,shallbethepropertyoftheClient andshall bemarked accordingly. Upon terminationor expiration of this Contract, the Consultants shall make available to the Clientaninventoryofsuchequipmentandmaterialsandshalldisposeofsuchequipment andmaterialsin accordancewiththeClient's instructions.Whileinpossession ofsuch equipmentandmaterials,the Consultants,unlessotherwiseinstructedbytheClientinwriting,shallinsurethem attheexpense ofthe Clientin an amount equalto theirfull replacement value.

4. Consultants'Personnel andSub-consultants

4.1 General

TheConsultantsshallemployand provide such qualified and experienced Personnel and Sub-consultants asarerequiredtocarryouttheServices.

4.2 Description ofPersonnel

(a) Thetitles,agreedjobdescriptions,minimumqualificationandestimatedperiodsofengagementin the carrying out of the Services of each of the Consultants' Key Personnel are described in AppendixC. Ifany of the Key Personnel has already beenapprovedby theclients his/hername is listedas well.

(b) IfrequiredtocomplywiththeprovisionsofClauseGCC3.1.1hereof,adjustmentswithrespectto theestimatedperiodsofengagementofKeyPersonnelset forthinAppendixC may bemadeby the Consultants bywrittennoticetotheClient, provided(i)thatsuchadjustments shall not alter the originallyestimatedperiodofengagement of any individual by morethan10%oroneweek, whicheverislarger,and(ii)thattheaggregateofsuchadjustmentsshall not causepayments under thisContracttoexceedtheceilings setforthinClauseGC6.1(b)ofthisContract. Anyothersuch adjustments shall only be made withthe Client's writtenapproval.

(c) IfadditionalworkisrequiredbeyondthescopeoftheServicesspecifiedinAppendixA,the estimatedperiodsofengagementofKey Personnel set forthinAppendixC may beincreasedby agreementinwriting betweenthe Client andthe Consultants,providedthat any suchincreaseshall not,exceptas otherwise agreed, cause payments under this Contract to exceed the ceilings set forth inClauseGC 6.1(b)ofthis Contract.

4.3 Approval ofPersonnel

TheKeyPersonnelandSub-consultantslistedbytitleaswell asbynamein Appendix C are hereby approvedbytheClient. InrespectofotherKeyPersonnelwhichtheConsultantsproposetouseinthe carryingoutoftheServices,theConsultantsshallsubmittotheclientforreviewandapproval acopy of theirbiographicaldata.IftheClientdoesnotobjectinwriting(statingthereasonsfor theobjection) withintwenty-one(21)calendardaysfrom thedateofreceiptofsuchbiographicaldata,suchKey Personnel shall bedeemedtohavebeenapprovedby theClient.

4.4 Working Hours,Overtime, Leave,etc.

(a) WorkinghoursandholidaysforKey Personnel areset forthinAppendixC.

(b) TheKeyPersonnelshallnotbeentitledtobepaidforovertimenortotakepaidsickleaveor vacationleaveexceptasspecifiedinAppendixChereto,andexceptasspecified in such Appendix, theConsultants’ remunerationshall be deemedtocover these items. All leave to be allowedtothe Personnelisincludedinthestaff-monthsofservice set forthinAppendixC.Any takingofleaveby PersonnelshallbesubjecttothepriorapprovalbytheConsultantswhoshallensurethatabsence for leave purposes will not delay the progress andadequate supervision ofthe Services.

4.5 Removaland/or ReplacementofPersonnel

(a ExceptastheClientmayotherwiseagree,nochangesshallbemadeintheKeyPersonnel. If,for anyreasonbeyondthereasonablecontroloftheConsultants,itbecomesnecessarytoreplaceany ofthePersonnel,theConsultantsshallforthwithprovideas a replacement a person of equivalent or better qualifications.

(b) IftheClient(i)findsthatanyofthePersonnelhascommittedseriousmiss conductorhasbeen chargedwithhavingcommittedacriminalaction,or(ii)hasreasonablecausetobedissatisfied withtheperformanceofanyofthePersonnel,thentheConsultantsshall,attheClient's written requestspecifyingthegrounds therefor, forthwith provide as a replacement a person with qualificationsandexperience acceptableto the Client.

(c) AnyofthePersonnelprovidedasareplacementunderClauses(a)and(b)above,therateof remunerationapplicabletosuchpersonaswellasanyreimbursableexpenditures theConsultants

Maywishtoclaim asaresultofsuchreplacement,shallbesubjecttothepriorwrittenapprovalby theClient. ExceptastheClientmayotherwiseagree,(i)theConsultantsshallbearalladditional travelandothercostsarisingout oforincidentaltoanyremovaland/orreplacement, and (ii) the remunerationtobepaidforanyofthePersonnelprovidedasareplacement shall not exceed the remunerationwhichwouldhavebeen payabletothePersonnelreplaced.

4.6 ResidentProject Manager

IfrequiredbytheSC,theConsultantsshallensurethatatalltimesduringtheConsultants'performance oftheServices aresidentprojectmanager,acceptabletotheClient,shalltakechargeoftheperformance ofsuchServices.

5. Obligations oftheClient

5.1 AssistanceandExemptions

Unless otherwisespecifiedintheSC,theClientshall use its best efforts to ensure that the Government shall:

(a) Issue toofficials,agentsandrepresentativesoftheGovernmentallsuchinstructionsasmaybe necessary orappropriate fortheprompt andeffectiveimplementationoftheServices;

(b) Assist theConsultantsandthePersonnelandanySub-consultantsemployedbytheConsultantsfor theServicesfrom anyrequirementtoregisterorobtainanypermittopracticetheirprofessionorto establishthemselves eitherindividuallyor as acorporateentityaccordingtotheApplicableLaw;

(c) Provide totheConsultants,Sub-consultantsandPersonnelanysuchotherassistanceasmaybe specifiedin theSC.

5.2 AccesstoLand

TheClientwarrantsthattheConsultantsshallhave,freeofcharge,unimpededaccesstoallland in the Government'scountryinrespectofwhichaccessisrequiredfortheperformanceofthe Services. The Clientwillberesponsibleforanydamagetosuchlandoranypropertythereonresultingfromsuchaccess andwillindemnifytheConsultantsandeach of the Personnel in respect of liability for any such damage, unlesssuchdamageiscausedbythedefaultornegligenceoftheConsultantsoranySub-consultantor thePersonnel ofeitherofthem.

5.3 Services,FacilitiesandPropertyoftheClient

TheClient shall makeavailabletotheConsultants andthePersonnel,forthepurposesoftheservicesand free ofanycharge,the services, facilities and property described in Appendix D at the times and in the mannerspecifiedinsaidAppendix D,providedthatifsuchservices,facilitiesandpropertyshallnotbe madeavailabletotheConsultantsasandwhensospecified,thePartiesshallagreeon(i) anytime extensionthatitmaybeappropriatetogranttotheConsultantsfortheperformanceoftheServices,(ii) themannerinwhichtheConsultantsshallprocureanysuchservices,facilitiesandpropertyfrom other sources,and(iii)theadditionalpayments,ifany,tobemadetotheConsultantsasaresultthereof pursuant toClauseGC 6.1(c)hereinafter.

5.4 Payment

InconsiderationoftheServicesperformedbytheConsultantsunderthisContract,theClientshallmake totheConsultantssuchpayments andinsuchmannerasis providedby ClauseGC 6ofthis Contract.

6. Payments totheConsultants

6.1 CostEstimates;CeilingAmount

(a) An estimateofthecostof theServices payableinlocal is set forthinAppendixE.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), paymentsunderthisContractshallnotexceedtheceilingsspecifiedintheSC. TheConsultants shallnotify the Client as soon as cumulative charges incurred for the Services have reached 80% of eitherof theseceilings.

(c) NotwithstandingClauseGC6.1(b)hereof,ifpursuanttoclausesGC5.3,5.4hereof,theParties shallagreethatadditional payments,shall bemadetothe Consultants in order tocover any necessaryadditionalexpendituresnotenvisagedinthecostestimatesreferredtoinClauseGC

6.1(a)above,theceilingorceilings,asthecasemaybe,setforthinClauseGC6.1(b)aboveshall beincreasedbytheamountoramounts,asthe case may be, of any such additionalpayments.

6.2 RemunerationandReimbursableExpenditures : Deleted

6.3 CurrencyofPayment

All payments (RemunerationandReimbursable)shall bemadeinIndianRupees

6.4 ModeofBillingandPayment

Billingand payments inrespect ofthe Services shall be made as follows:

1. **MODE OF PAYMENTS / RECEIPTS FOR PAYMENTS:**
2. 40 % of the rate for Item No: 1 shall be paid after submission of estimate along with building layout and Drawing
3. 40 % of the rate for Item No:1 shall be paid after approval of estimate by the competent authority
4. Balance 20% of the rate for item no: 01,shall be paid after award of compensation by competent authority.
5. 40 % of the rate for Item No: 2 shall be paid after submission of Photography and videography with GPS.
6. 40 % of the rate for Item No: 2 shall be paid after completion of all work.
7. Balance 20% of rates for item No: 2 shall be paid after award of compensation by competent authority.

e AllpaymentsunderthisContractshallbemadetotheaccountoftheConsultantsspecifiedinthe SC.

7. Settlement ofDisputes

7.1 AmicableSettlement

ThePartiesshallusetheirbest efforts to settle amicably all disputes arising out of or in connection with this Contract orthe interpretationthereof.

7.2 DisputeSettlement:

* 1. If any dispute or difference of any kind whatsoever was to arise between the Executive Engineer/Superintending Engineer and the contractor regarding the following matters namely,

1. The meaning of the specifications, designs, drawings and instructions hereinbefore mentioned;
2. The quality of workmanship or materials used on the work and
3. Any other question, claim, right, matter, thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, or orders, or those conditions or failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the Chief Engineer who has jurisdiction over the work specified in the contract. The Chief Engineer shall, within a period of sixty days from the date of being requested by the Contractor to do so, give written notice of his decision to the Contractor. If the Contractor is aggrieved by the decision of the Chief Engineer, or if the Chief Engineer fails to give written notice of his decision within the above said period of sixty days, the contractor may appeal to the Managing Director, KNNL, within 60 days from the receipt of written notice of Chief Engineer's decision or from the expiry of first named period of 60 days.
   1. Subject to the Managing Director's decision on appeal and subject to other form of settlement hereafter provided, the Chief Engineer's decision in respect of every dispute or difference so referred shall be final and binding upon the contractor. The said decision shall forthwith be given effect to and contractor shall proceed with the execution of the work with all due diligence.

III. SPECIALCONDITIONSOFCONTRACT

Number of

GC Clause

A. Amendmentsof,andSupplementsto,ClausesintheGeneral ConditionsofContract

[1.1 (h) TheMemberinChargeis…………………………………………….] [1.4.1 Theaddressesare:

|  |  |  |
| --- | --- | --- |
| Client: |  | |
|  | Attention | : ……………………. |
|  | Cableaddress | : |
|  | Telex | : |
|  | Facsimile | : |
|  | E-mail | : …………………….. |

Consultants:

Attention :---------------------- Cableaddress :

Telex : Facsimile :

E-mail : ………………………..

[Note1:Fillinthe Blanks]

[1.4.2 Notice will be deemedto be effective as follows:

(a) In thecaseofpersonal delivery orregisteredmail,ondelivery;

(b) In thecaseoftelexes,24hoursfollowingconfirmedtransmission;

(c) In thecaseoftelegrams,24hoursfollowingconfirmedtransmission; and

(d) In thecaseoffacsimiles,24hoursfollowingconfirmedtransmission.]

[1.6 TheAuthorizedRepresentativesare: FortheClient:

FortheConsultants:

[Note:Fillinthe Blanks]

[1.7.1 Theconsultants,Sub-consultantsandthePersonnelshallpaythetaxes,duties,fees,leviesandother impositionsleviedundertheexisting,amendedorenactedlaws during lifeof this contract andtheclient shall performsuchdutiesinregardtothedeductionofsuchtaxasmay belawfully imposed.]

1Allnotesshouldbedeletedinthefinaltext

[1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursedby theClient separately.]

[2.1 Theeffectivenessofcontract shall be on the date……………………………….:]

[2.2 Thetimeperiodshallbe…….days[Note:Fillin30daysor no otherappropriate]orsuchothertimeperiod as the Parties may agree inwriting.]

[2.3 Thetimeperiodshallbe

[Note: Fillinthetimeperiod,e.g.,24months] orsuch

Othertimeperiodasthepartiesmay agreeinwriting.] [3.4 Therisksandthe coverage’s shall beasfollows:

(a) ThirdPartymotorvehicleliabilityinsuranceasrequiredunderMotorVehiclesAct,1988inrespect ofmotorvehiclesoperatedinIndiabytheConsultantsortheirPersonnelorany Sub-consultantsor theirPersonnel fortheperiodofconsultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs. .............. for theperiod of consultancy.

(c) Professional liabilityinsurance, with a minimumcoverageequalto estimated remuneration and reimbursable.

(d) Client’sliabilityandworkers'compensationinsuranceinrespectofthePersonneloftheConsultants andofanySub-consultant,inaccordance with the relevant provisions of the Applicable Law, as well as,withrespecttosuchPersonnel,any such life, health,accident, travel or other insurance as may be appropriate; and

(e) Insuranceagainstlossofordamageto(i)equipmentpurchasedinwholeorinpartwithfunds providedunderthisContract,(ii)theConsultants' propertyusedintheperformanceoftheServices, and(iii) any documents prepared by the Consultants inthe performance ofthe Services.]

[Note: Fillintheblanksanddeletewhat is notapplicable.]

[3.6(c) the otheractionsare:

Note: Iftherearenootheractions,deletethisClauseSC3.7fromtheSC. IftheServicesconsistofcivil works,thefollowingshouldbeaddedhere:

"(i) takinganyactionunderacivilworkscontractdesignatingtheConsultantsas"Engineer",forwhich action, pursuant tosuchcivil works contract, the writtenapproval ofthe Client as "Employer" is required".]

[3.8 TheConsultantsshallnotusethesedocumentsforpurposesunrelatedtothisContractwithouttheprior writtenapproval ofthe Client.]

[4.6 Deleted

[5.1) Deleted

[6.1(b) Deleted

[6.2(a) Deleted

[6.2(b) Deleted

[6.2(c) Deleted

[6.4(a) Deleted

[6.4(c) Deleted

[6.4(e) Deleted

|  |  |  |
| --- | --- | --- |
| 7.2 | Deleted |  |
|  | 7.2.1 | Deleted |

7.2.2 Deleted

7.2.3 Deleted

7.2.4 Deleted

7.2.5 Deleted

IV.APPENDICES

Appendix A: Description oftheServices

[Give detailed descriptions ofthe Servicesto be provided; dates forcompletionofvarious tasks, place of performancefor differenttasks;specifictaskstobeapprovedbyClient,etc.]

AppendixB:ReportingRequirements

[Listformat,frequency,contentsofreportsandnumberofcopies;personstoreceivethem;datesofsubmission,etc. Ifnoreportsaretobesubmitted, state here"Notapplicable".]

Appendix C: Key Personnel andSub-consultants

[Listunder: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications.experienceofKeyPersonneltobeassignedtowork,andstaff-months foreach.

C-2 ListofapprovedSub-consultants [if alreadyavailable]; same

InformationwithrespecttotheirPersonnelasinC-1throughC-2)]

AppendixD:Servicesandfacilitiestobeprovided bytheClient

[List hereunder:

F-1 Services,facilitiesandpropertytobemadeavailabletotheConsultantsbythe Client.]

AppendixE: Cost Estimates inIndian Rupees

Listhereunder cost estimate:

1. MonthlyratesforlocalPersonnel(KeyPersonnelandotherPersonnel)

2. Reimbursable expenditures:

AppendixF:FormofBankGuarantee forAdvancePayments

(ReferenceSCClause6.4(a)ofContract)

(Tobestampedin accordancewithApplicableStampAct,if any)

Ref:

BankGuarantee: Date:

DearSir,

Inconsideration ofM/s.

(Hereinafterreferredasthe“Client”,whichexpressionshall,unlessrepugnant

tothe context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. (hereinafterreferredtoasthe“Consultant”whichexpressionshallunlessrepugnanttothecontext orMeaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract

AgreementNo.

Dated

AndthesamehavingbeenunequivocallyacceptedbytheConsultant,

Resultingin a Contractvaluedat

(Scopeofwork)

ForContract(hereinaftercalledthe“Contract”)

and theClienthavingagreedtomakeanadvancepaymenttotheConsultantforperformanceofthe aboveContractamountingto

(Inwordsandfigures)asanadvanceagainstBankGuaranteeto befurnishedbytheConsultant.

We (NameoftheBank)havingitsHeadOfficeat(HereinafterreferredtoastheBank),

Whichexpressionshall,unlessrepugnanttothecontextormeaningthereof,includeitssuccessors,administrators executorsand assigns)doherebyguaranteeandundertaketopaytheclientimmediatelyondemandanyor,allmoniespayablebythe

ConsultanttotheextentofAsaforesaidatanytimeupto @

Withoutanydemur,

Reservation,contest,recourseorprotestand/orwithoutanyreference totheconsultant. Anysuchdemand madebytheclienton theBankshallbeconclusiveandbindingnotwithstanding anydifferencebetweentheClientandtheConsultantoranydispute pendingbeforeanyCourt,Tribunal,Arbitratororanyotherauthority. WeagreethattheGuaranteehereincontainedshallbe irrevocableandshallcontinueto beenforceabletilltheClientdischargesthisguarantee.

TheClientshallhavethefullestlibertywithout affecting inanywaytheliabilityoftheBankunderthisGuarantee,fromtimeto timetovarytheadvanceortoextendthetimeforperformanceofthecontractbytheConsultant. TheClientshallhavethe fullestliberty withoutaffectingthis guarantee,topostponefromtime totime the exerciseofanypowersvestedinthemorofany rightwhichtheymighthaveagainsttheClientandtoexercisethesameatanytimeinanymanner, andeithertoenforce orto forebeartoenforceanycovenants, contained orimplied,intheContractbetweentheClientandtheConsultantanyothercourse orremedyorsecurityavailabletotheClient. Thebankshallnotberelievedofitsobligationsunderthesepresentsbyany exercisebytheClientofitslibertywithreferencetothemattersaforesaidoranyofthemorbyreasonofanyotheractor forbearanceorotheractsofomission orcommissiononthepartoftheClientoranyotherindulgenceshownbytheClientorby any othermatterorthingwhatsoeverwhichunderlawwouldbutforthisprovisionhavetheeffectofrelievingtheBank.

TheBankalsoagreesthattheClientatitsoptionshallbeentitledtoenforcethisGuaranteeagainsttheBankasaprincipaldebtor,inthefirstinstancewithoutproceedingagainsttheConsultantandnotwithstandinganysecurityorotherguaranteethat theClientmayhavein relationto theConsultant’sliabilities.

Notwithstanding anything containedhereinaboveourliabilityunderthisguaranteeislimitedto

Anditshallremainin

Force uptoandincluding

One year),asmay bedesiredbyM/s.

And shallbeextendedfromtimetotimeforsuchperiod(notexceeding onwhosebehalfthisguaranteehasbeengiven.

Datedthis

Dayof

19 at

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address) Designation(with Bank tamp)

Attorney asperPowerof

Attorney No. Dated

Note: Thebankguaranteeshallbeissuedeitherbyabank(Nationalized/Scheduled)locatedin India

Name of Work:**“Consultancy Services for Valuation of Public, Private building and open sites in Vitalapura village which is submerged by the backwaters of the SLIS barrage in MundaragiTaluk, Gadag District.”**

Amount Put to Tender: - Rs. 29.58 Lakhs

The draft tender papers counting from pages to (With Tender Notification and Schedule-B) are here with Submitted for kind approval.



The draft tender papers counting from pages from to (With Tender Notification and Schedule-B) are here with Submitted for kind approval.

Superintending Engineer,

KNNL,T.B.P.Circle,Munirabad

The draft tender papers counting from pages from to (With Tender Notification and Schedule-B) are here with approved.

Chief Engineer,

KNNL, Irrigation Central Zone,

Munirabad.