### KARNATAKA NEERAVARI NIGAM LIMITED

(A Government of Karnataka enterprises)



KNNL AnnexureVI  $\underline{K/C-6}$ 

# **KARNATAKA NEERAVARI NIGAM LIMITED (A Government of Karnataka Enterprise)**

## TENDER DOCUMENT

<u>Tel No:</u> 08371 - 262174 <u>Fax No:</u> 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).

## CONTENTS

SECTION		DESCRIPTION	PAGENO.
SectionI	Lette	erof Invitation	3
SectionII	Info	rmationtoConsultants(ITC)	4
	Data	Sheet– InformationtoConsultants	10
SectionIII	Tech	nical Proposal – StandardForms	13
SectionIV	Fina	ncial Proposal – StandardForms	23
SectionV	Tern	nsof Reference	29
SectionVI	Con	tractfor Consultant'sServices	30
	I	Formof Contract	33
	II	GeneralConditionsof Contract	35
	III	SpecialConditionsof Contract	46
	IV	Appendices	51

### SECTION 1.LETTEROFINVITATION

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- 1	Location	andl	lota
- 1	Location	anul	Jaic

]	Dear[NameofConsultant
	l: -

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 been addressed to the following short listed consultants:
  - 1. [ListofShortlistedConsultants]
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
- 3. A consultantwillbe selectedunder LeastCost Selection(LCS) procedures described in this RFP.
- 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.INFORMATIONTOCONSULTANTS<sup>1</sup>

#### 1. Introduction

- 1.1 TheClientnamedinthe"DataSheet"willselectaconsultantamongthoselistedintheLetterofInvitation, inaccordancewith themethod of selection indicated in the DataSheet.
- 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 hiredforanyassignmentthatwouldbeinconflictwiththeirpriorocurrentobligationstoother clients, or thatmayplacethem inapositionofnotbeingabletocarryouttheassignmentinthebestinterestofthe Client.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstancessetforthbelow:
    - AfirmwhichhasbeenengagedbytheClienttoprovidegoodsorworksfor aproject, (a) and any of their affiliates, shall be disqualified from providingconsultingservicesforthe sameproject.Conversely,firms hiredtoprovideconsultingservicesforthepreparation orimplementationofaproject, and any oftheir affiliates, shall be disqualifiedfrom subsequentlyprovidinggoodsorworksorservices relatedto the initialassignment(other thanacontinuation of the firm's earlier consulting services) for the same project.

<sup>&</sup>lt;sup>1</sup> ThisInformationtoConsultantssectionshallnotbemodified. Anynecessary changes, toaddressspecific projectissues,shallbeintroducedonlythroughtheDataSheet(e.g.,by addingnew clauses). Likewise, modificationstothestandardForm ofContractshouldbemadeonlybyincludingclausesoutliningtheSpecial Conditionsandnotbyintroducingchangesinthewording of theGeneralConditions.

- (b) Consultantsoranyoftheiraffiliatesshallnotbehiredforanyassignmentwhich, by its nature, may be inconflict with another assignment of the consultants.
- 1.7.2 Aspointedoutin para.1.7.1 (a)above,consultantsmaybehiredfordownstreamwork,when continuityisessential,inwhichcase this possibility shall be indicated in the Data Sheet and the factors used for these lection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carriedout; and if it is carried out, which consultant will be hiredfor the purpose.
- 1.8 ItisGOK'spolicytorequirethatconsultantsobservethehigheststandardofethicsduringtheexecutionof suchcontracts. Inpursuanceof thispolicy,theGOK:
  - (a) Defines, forthepurposes of this provision, the terms set for the low as follows:
    - (i) "Corrupt practice" meanstheoffering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - (ii) "Fraudulent practice" meansamisrepresentation of facts in order to influence a selection processor the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior toor after submission of proposals) designed to establish prices a tartificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
  - (b) Will rejectaproposal for award if it determines that the firm recommended for award has engaged in corruptor fraudulent activities in competing for the contract in question;
  - (d) willdeclareafirmineligible,eitherindefinitelyorforastatedperiodoftime,tobeawarded GOK-financedcontractifitatanytimedeterminesthatthefirm hasengagedincorruptor fraudulent practicesincompetingfor,orinexecuting,aGOK-financedcontract; and
  - (e) Will havetherighttorequirethat, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have the maudited by auditors appointed by GOK.
  - 1.9 Consultantsshallnotbeunderadeclarationofineligibilityforcorruptandfraudulentpracticesissuedby GOKinaccordancewiththeabovesubpara1.8(d).
- 1.10 Consultantsshallbeawareoftheprovisionsonfraudandcorruptionstatedinthestandardcontractunder the clauses indicated in 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 Inpreparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP indetail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
  - (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 anextended and stable working relation withit.
  - (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 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
  - (i) A brief description of the Consultant's organization and an outline of recent experience on assignments(Section3B)ofasimilarnature. Foreachassignment,theoutlineshould indicate interalia,the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  - (ii) AnycommentsorsuggestionsontheTermsofReferenceandonthedata,a listof services,and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and workplan for performing the assignment (Section 3D).
  - (iv) Thelist oftheproposedstaffteambyspecialty,thetasksthatwouldbeassignedtoeachstaff team member,andtheirtiming (Section3E).
  - (v) CVsrecentlysignedbytheproposedkeyprofessionalstaffandtheauthorizedrepresentative submittingtheproposal(Section3F). Keyinformationshouldincludenumberofyearsworking

Forthefirm/entity, and degree of responsibility held invarious assignments during the last ten (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 information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 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, youshould prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 Theoriginal and all copies of the Financial Proposal in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelopes hall be the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT INPRESENCE OF THE EVALUATION COMMITTEE."

- 4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposal shall be returned unopened.
- 4.6 AfterthedeadlineforsubmissionofproposalstheTechnicalProposalshallbeopenedimmediatelybythe evaluationcommittee. TheFinancialProposalshallremainsealedanddepositedwiththeClientuntilall submittedproposalsareopenedpublicly.

5. PROPOSAL EVALUATION

General

- 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 scoreindicated in the DataSheet.
  - PublicOpeningandEvaluationofFinancial Proposals;Ranking
- 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 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read a loud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 TheevaluationcommitteewilldeterminewhethertheFinancialProposalsarecomplete,(i.e.,whetherthey havecostedallitemsoft thecorrespondingTechnicalProposals,ifnot,theClientwillcostthem and add 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 selected Consultant will be invited for negotiations.

## 6. NEGOTIATIONS

- 6.1 Negotiationswillbeheld at the addressindicatedintheDataSheet. Theaimistoreachagreementonall pointsandsignacontract.
- 6.2 Negotiationswillincludeadiscussionofthe Technical Proposal, the proposed methodology (workplan), staffing and any suggestions made by the firm to improve the Termsof Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the homeoffice, staff-months, logistics, and reporting. The agreed workplan and final Termsof Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure a tis factory implementation of the Assignment.
- 6.3 Unlessthereareexceptionalreasons,thefinancialnegotiationswillinvolveneithertheremunerationrates forstaff(no breakdown offees)norotherproposedunit rates.
- Having selected the Consultant on the basis of, among other things, an evaluation of proposed key 6.4 professionalstaff,theClientexpectstonegotiateacontract onthebasisoftheexpertsnamedinthe Proposal. Beforecontractnegotiations, the Client will require assurances that the experts will be actually available. The Client will 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 Thenegotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the Consultant who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

### 7. AWARDOFCONTRACT

- 7.1 Thecontractwillbeawardedfollowingnegotiations. Afternegotiations are completed, the Clientwill promptly notify other consultants on the short list that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)
  - 7.2 TheConsultantisexpectedtocommencetheAssignmentonthedateandatthelocationspecifiedinthe Datasheet.

### 8. CONFIDENTIALITY

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

## DATASHEET

## Information to Consultants

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, objectives and description of the Assignment 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 Mundaragi Taluk, Gadag District  Taluk, Gadag District."
1.3	The Assignment is phased: YesNo[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 TheClientenvis amwork: Yes	[If sagestheneedforcontinuityfordownstre No
	Yes,outlineintheTermsofReferencethescope,nature, andtimingoffutureworkand indicateherethemannerinwhich thisinformation willbe factoredintheevaluation]
1.11	The clauses on fraudand corruption in the contract are Sub-Clause 2.7.1 of G.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): <u>English</u>
3.3	(i) ShortlistedConsultant may associate with other shortlistedConsultant: YesNo
	(ii) Theestimatednumberofkeyprofessionalstaffmonthsrequiredfortheassignment is:
	(iv) Theminimumrequiredexperienceofproposedkey professional staff is:  [Position,numberofyearsofprofessionalexperience,specific Expertise]
3.4	<ul> <li>(vi) Reportswhicharepartoftheassignmentmust bewritteninthefollowinglanguage: English</li> <li>(vii) Trainingis animportant featureofthis Assignment: Yes No [Ifyesprovideappropriateinformation]</li> <li>(viii) AdditionalInformationin the Technical Proposal includes:</li> </ul>
3.10	Proposalsmust remain valid <u>90</u> days afterthesubmissiondate i.e. until:
4.3	Consultantsmust submit anoriginal and[Number]additionalcopies of each proposal.
4.4	Theproposal submissionaddress is:

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

Proposalsmustbesubmittednolater thanthefollowing date and time:

5.3 Thenumberofpointstobegivenunder each of the evaluationcriteriaare:

4.5

### SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submissionform.
- 3B. Consultant's references.
- 3C. CommentsandsuggestionsontheTermsofReferenceandondataservices,andfacilities tobeprovidedby theClient.
- 3D. Description of the methodology and workplan for performing the assignment.
- 3E. Teamcomposition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key 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:	
·	luation of Public, Private building and open sites in ged by the backwaters of the SLIS barrage in
	econsultingservicesfortheaboveinaccordancewithyour sal. WeareherebysubmittingourProposalwhichincludesthis Technical aseparate envelope.
	dofvalidityoftheProposal,i.e.,beforeDate]weundertaketo negotiation is bindinguponusandsubject tothemodifications resultingfromcontract
We understandyouarenotboundtoacc	eptanyProposal you receive. We
remain,	
	Yours sincerely,

AuthorizedSignature: Name andTitle ofSignatory: Name ofConsultant: Address:



## $Relevant Services Carried Out in the Last Five Years \\ That Best Illustrate Qualifications$

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, 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.ValueofService	s(RsM):
Name of Associated Consultants	s,ifany:	No.ofMonthsofKey staff,providedby Consultants:	professional Associated
Name ofSeniorStaff(Project Di	rector/Coordinator,TeamLeader)invo	lvedandfunctionsperformed	
NarrativeDescriptionofProject:			
DescriptionofActual ServicesPr	rovidedby YourStaff:		

Consultant'sName:

3C.	$Comments\ And Suggestions\ Of Consultants\ On The Terms Of Reference And On Data, Services, And Facilities\ To BEP rovided\ By The Client$
On the Terr	ms of Reference:
1.	

Onthe data, services, andfacilities to be provided by the Client

2.

3.

4.

5.

- 1. 2.
- 3.
- 4. 5.

### CONSULTANT'SNAME:

## $\begin{tabular}{ll} \bf 3D. \ {\tt DESCRIPTIONOF} \ T{\tt HEMETHODOLOGYANDWORKPLAN} \ FOR \\ PERFORMING \bf T{\tt HE} ASSIGNMENT \\ \end{tabular}$

## 3E. TEAMCOMPOSITION ANDTASKASSIGNMENTS

## 1. <u>Technical/ManagerialStaff</u>

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

## 2. <u>SupportStaff</u>

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

## 3F. FORMATOFCURRICULUMVITAE(CV)FOR PROPOSED KEYPROFESSIONALSTAFF

ProposedPosition:
Name of Consultant:
Name ofStaff:
Profession:
Date ofBirth:
Years withFirm/Entity:Nationality:
MembershipinProfessional Societies:
Detailed Tasks Assigned:
KeyQualifications:
[Givean outline of staffmember's experience and training most pertinent to task son assignment. Described egree of responsibility held by staffmember on relevant previous assignments and gived a tesand locations. Use about halfapage.]
Education:
[Summarizecollege/universityandotherspecializededucationofstaffmember,givingnamesofschools,dates attended,anddegreesobtained. Useaboutonequarterofapage.]
EmploymentRecord:
[Startingwithpresentposition, listin reverse order every employmentheld. Listall positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last tenyears, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:	
[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading a property of the control of t	ing,andwriting]
Certification:	
I, the undersigned, certify that to the best of myknowledge and belief, these data correctly qualifications, and my experience.	/describeme,my
	Date:
[Signature of staff member and authorized representative of the Consultant]	Day/Month/Year
Fullnameof staffmember:	
Full nameofauthorized representative:	

## 3G. TIMESCHEDULEFORPROFESSIONALPERSONNEL

				Months (in the form of a Bar Chart)*				
Sl. No.	Name	Position	Reports Due/Activities	1	2	3	Number of Months	
1.							Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4)	
2.								
3.								
4.								
Full-time:		Part-time	<u> </u>					
	Ouration:	Reports I	Oue: Signature:					
*TheScheo	duleshouldbefortheperiodofcomplet	ionofassignmen	t		(Aut	horize	edRepresentative)	
					Full	Name	:	
					Title:			
					Add	ress:_		

## $A. \quad \ Field Investigation and Study I tems:$

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

<sup>++</sup>TheProgramshouldbeperiodof completionof assignment.

## B. CompletionandSubmissionof Reports

Repo	rts: *	Programme: (Date)
1.	InceptionReport	
2.	InterimProgressReport (a) FirstStatusReport (b) SecondStatusReport	

3.	DraftReport	
4.	FinalReport	

<sup>\*</sup>Modifyas requiredfortheAssignment.

### SECTION 4. FINANCIAL PROPOSAL-STANDARDFORMS

- 4A. Financial Proposal submissionform.
- 4B. Summary of costs.
- 4C. Breakdownof costs.

FINANCIALPROP OSAL **SUBMISSIONFOR** 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, the undersigned, offertoprovide the consulting services for the above in accordance with your RequestforProposaldated[Date],andourProposal(technicalandFinancialProposals). Ourattachedfinancial proposal is forthesumof[Amountinwordsandfigures]. Ourfinancialproposalshallbebindinguponussubjecttothemodificationsresultingfrom contract negotiations, upto expiration of the validity period of the Proposal, i.e., [Date]. Weundertakethat, incompeting for (and, if the award is made to us, in executing) the above contract, we willstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely"PreventionofCorruptionAct 1988". We understandyouarenotboundtoacceptanyProposal you receive. Yours We remain, sincerel y,

4A.

[Location, Date]

Authoriz edSignat ure: 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.

 $<sup>^{@}</sup>$  Modify theitems as appropriate fortheconsultancy assignment.

## 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( Rs) **	Amount(Rs)	

1			
2			
3			
4			
		Total:	

 $<sup>{\</sup>bf *The rates should not include any adjust ment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, where verapplicable.}$ 

<sup>\*\*</sup> Provide the breakup of the rates to show the basic salary, so cial costs and overhead.

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

TOTAL	
IOTAL:	

Deleted

<sup>\*</sup>Preparedetails asappropriate fortheconsultancy assignment.

## VII. <u>OfficeFurnitureandEquipment(Reimbursable)Deleted</u>

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
1 2 3 4 5 6	OfficeFurniture(Purchase)  OfficeEquipment(Purchase)*				
1 2 3 4 5 6	Оппесьциристи испазе)				
				<u>Total</u>	

<sup>\*</sup>Preparedetails asappropriate fortheconsultancy assignment

## VIII. Reports and Document Printing Deleted

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

## IX. TopographicalSurveys(ifany) **Deleted**

Preparedetails asappropriate fortheconsultancy assignment

### SECTION 5. TERMSOFREFERENCE

### TermsofReferenceshouldnormally containthefollowing sections:

- 1. BACKGROUND
- 2. A CONCISE STATEMENTOF OBJECTIVES
- 3. ANOUTLINEOFTHETASKSTOBECARRIEDOUT
- 4. SCHEDULEFOR COMPLETION OF TASKS
- 5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
- 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. (This should be same a sindicated in Clause 3.3 (iv) of Data Sheet to Information to 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 "ÉAUÀ¹/₄ÀägÀä, ¢£ÁAPÀ:19.12.2012 the Complete relocation and rehabilitation of Vittalapur village in MundaragiTalukaGadag District.

### 2. 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.

### 3. 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

### SECTION VI:CONTRACTFORCONSULTANT'SSERVICES

SECTION VI.CONTRACTI ORCONSCEIANT SSERVICES
between
[NameofClient]
and
[NameofConsultants]
Dated:

## CONTENTS PageNo.

FC	FORMOFCONTRACT				
. GI	ENERALCONDITIONS OF CONTRACT				
1.	General Provisions				
1.1	1 Definitions				
1.2					
1.3					
1.4					
1.5		ion			
1.6		onizedRepresentatives			
1.7	TaxesandDuties				
2.	Commencement, Completion, Modificontract				
2.1	1 EffectivenessofContract				
2.2					
2.3					
2.4	1				
2.5					
	2.5.1 Definition				
	2.5.2 NoBreachofContract				
	2.5.3 ExtensionofTime				
	2.5.4 Payments				
2.6 2.7					
2.7	, Termination	<i>J</i>			
	2.7.1 BytheClient				
	2.7.2 BytheConsultants				
	2.7.3 CessationofRightsandObli				
	2.7.4 CessationofServices				
	2.7.5 PaymentuponTermination.				
	2.7.6 DisputesaboutEventsofTer				
3.	Obligations oftheConsultants				
	-				
3.1	1 General				
3.2	2 ConflictofInterests	39			
	3.2.1 Consultantsnot toBenefit f				
	Commissions, Discounts, e				
	3.2.2 ProcurementRulesofFundi				
	3.2.3 Consultants and Affiliates				
	EngageincertainActivities				
	3.2.4 ProhibitionofConflictingA	ctivities40			
3.3	3 Confidentiality	40			

3.4	InsurancetoBeTaken outbytheConsultants	40		
3.5	Accounting, Inspection and Auditing			
3.6	Consultant's Actions requiring Client's prior Approval	41		
3.7	ReportingObligations			
3.8	Documentspreparedby the Consultants			
	to Be the PropertyoftheClient	41		
3.9	Equipment's andMaterialsFurnishedbytheClient	41		
4.	Consultants' Personnel and Sub-consultants	41		
4.1	General	41		
4.2	Description of Personnel	41		
4.3	ApprovalofPersonnel			
4.4	WorkingHours,Overtime, Leave etc			
4.5	Removaland/orReplacementofPersonnel	42		
4.6	ResidentProjectManager	43		
5.	Obligations oftheClient45			
5.1	AssistanceandExemptions	43		
5.2	AccesstoLand	43		
5.3	Services, Facilities and Property of the Client	43		
5.4	Payment	44		
6.	Payments totheConsultants	46		
6.1	Cost Estimates; CeilingAmount	44		
6.2	RemunerationandReimbursableExpenditures			
6.3	CurrencyofPayment	44		
6.4	ModeofBillingandPayment. 44			
7.	Settlement of Disputes	48		
7.1	AmicableSettlement	45		
7.1 7.2	AmicableSettlement  DisputeSettlement			
7.2				
7.2	DisputeSettlement	45		
7.2 III. SPECIV APPE	DisputeSettlement  CIALCONDITIONSOFCONTRACT  NDICES  endixA—DescriptionoftheServices	45 46 51		
7.2 III. SPECIV APPE	DisputeSettlement  CIALCONDITIONSOFCONTRACT  NDICES  endixA—DescriptionoftheServices	45 46 51 51		
7.2  III. SPEC  IV APPE  App App App	DisputeSettlement  CIALCONDITIONSOFCONTRACT  NDICES  endixA—DescriptionoftheServices	45 46 51 51 51		
7.2  III. SPEC  IV APPE  App  App  App  App	DisputeSettlement  CIALCONDITIONSOFCONTRACT  NDICES  endixA—DescriptionoftheServices	45 46 51 51 51 51		
7.2  III. SPECION APPER	DisputeSettlement  CIALCONDITIONSOFCONTRACT  NDICES  endixA—DescriptionoftheServices	45 46 51 51 51		

### I. FORMOFCONTRACT

This CONTRACT(hereinafter called the "Contract") is made the		Day of the month of	
otherhand,	,200	,between,ontheonehand, ( Hereinaftercalledthe"Consu ltants").	(hereinaftercalledthe"Clien t")and,onthe

[Note \*:IftheConsultantsconsistofmorethanoneentity,theabove should bepartially amended to read as Follows:

"...(hereinafter

called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants 'obligations under this Contract, namely, and (herein after called the "Consultants.")"].

### WHEREAS

- (a) The Clienthas requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- (b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have a greed to provide the Services on the terms and conditions set for thin this Contract; and

NOWTHEREFORE the parties hereto hereby agree as follows:

1. The following documents attached heretoshall be deemedtoformanintegral part of this Contract: (a)

TheGeneral Conditions of Contract (hereinafter called "GC");

- (b) The Special Conditions of contract (herein after called "SC");
- (c) ThefollowingAppendices:

AppendixA: DescriptionoftheServices
AppendixB: ReportingRequirements

AppendixC: Key Personnel and Sub-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) The Clientshall make payments to the Consultants in accordance with the provisions of the Contract.

INWITNESSWHEREOF, the Partie shere to have caused this Contract to be signed in their respective names as of the day and year first above written.



# FORANDONBEHALFOF[NAMEOFTHECLIENT]

By

(AuthorizedRepresentative)

# FORANDONBEHALFOF[NAMEOFTHECONSULTANTS]

By

(AuthorizedRepresentative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

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 the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client orthe Consultants, as the casemay 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"means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) 'Thirdparty' means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

## 1.2 LawGoverning theContract

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

# 1.3 Language

ThisContracthasbeenexecutedinEnglishlanguage, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 1.4 Notices

Anynotice, requestor consent made pursuant to this Contract shall be inwriting and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, 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 impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification and termination of Contract

## 2.1 EffectivenessofContract

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

## 2.2 Commencement of Services

The Consultants shall be gincarrying out the Services within thirty (30) days after becomes effective, or at such other date as may be specified in the SC.

## 2.3 ExpirationofContract

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

#### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the 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 Extension of Time

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

# 2.5.4 Payments

Duringtheperiodoftheirinabilitytoperform the Services as are sult of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspendall payments to the Consultantshere under if the Consultants fail to perform any of their obligation sunder this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant storemedy such failure within period not exceeding thirty (30) days after receipt by the Consultant so fsuch notice of suspension.

### 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):

- (b) If the Consultants (orany of their Members) become insolvent or bankrupt;
- (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 practices incompeting for or inexecuting the Contract.

Forthepurposeofthis clause:

"Corruptpractice" meanstheoffering, giving, receiving or soliciting of anything of value to influence the action of a public of ficial in these lection process or incontract execution.

"Fraudulent practice" meansamisrepresentation of facts in order to influence as election process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) If the Client, inits sole discretion and for any reason what so ever, decides to terminate this Contract.
- 2.7.2 BytheConsultants:- Deleted
- 2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Partie shere under shall cease, except:

- (i) Such rightsandobligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forthin Clause GC 3.3 hereof;
- (iii) The Consultants' obligations to permit in spection, copying and auditing of their accounts and records set for thin Clause GC3.5(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 upon Termination

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

- (a) Remuneration pursuanttoClauseGC6hereofforServicessatisfactorilyperformedprior to the effective date oftermination;
- (b) Reimbursable expenditurespursuanttoClauseGC6hereofforexpendituresactually incurred prior to the 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 of the Consultants

#### 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 appropriateadvancedtechnologyandsafeandeffectiveequip machinery, ment, materials and methods. The Consultants shall always act, in respect 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, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

## 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 such procurement responsibility shall be for the account of the Client.

#### 3.2.3 ConsultantsandAffiliates not toengageinCertainActivities

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

# 3.2.4 Prohibition of Conflicting Activities

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 following activities:

- (a) During thetermofthisContract,anybusinessorprofessionalactivitiesinGOKwhich would conflict with the activities assigned to the munder this Contract; and
- (b) After theterminationofthisContract,suchotheractivitiesasmaybespecifiedinthe SC.

## 3.3 Confidentiality

TheConsultants,theirSub-consultantsandthePersonnelofeitherofthemshallnot,eitherduringthe orwithintwo(2)yearsaftertheexpirationofthisContract,discloseanyproprietaryorconfidential informationrelatingtotheProject,theServices,thisContract or the Client's business or operations withoutthepriorwrittenconsent of 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, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such formand detail

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

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

- (a) enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeingunderstood (i)thattheselectionoftheSub-consultantandthetermsandconditionsofthesubcontract shall havebeenapprovedinwritingbytheClientpriortotheexecutionofthesubcontract,and(ii) thattheConsultantsshallremainfullyliablefortheperformanceoftheServicesbytheSubandits Personnel pursuant tothis Contract; and
- (b) AppointingsuchmembersofthePersonnelasarelistedinAppendixC("Consultants'Subconsultants'KeyPersonnel")merely by titlebut not by name;
- (c) Any otheraction that may be specified in the SC.

## 3.7 ReportingObligations

The Consultants shall submitt othe Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set for thin the said Appendix.

### 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 and shall bemarked accordingly. Upon terminationor expiration of this Contract, the Consultants shall make available to the Clientaninventoryofsuchequipmentandmaterialsandshalldisposeofsuchequipment and and accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Clientin writing, shall insure them at the expense of the Clientin an amount equal to their full replacement value.

#### 4. Consultants'Personnel and Sub-consultants

## 4.1 General

The Consultants shall employand provide such qualified and experienced Personnel and Sub-consultants as a rerequired to carry out the Services.

# 4.2 Description of Personnel

- (a) Thetitles,agreedjobdescriptions,minimumqualificationandestimatedperiodsofengagementin the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. Ifany of the Key Personnel has already beenapproved by the clients his/hername is listed as 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 of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the irribiographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

- 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 are sidentprojectmanager,acceptabletotheClient,shalltakechargeoftheperformance of suchServices.

# 5. Obligations oftheClient

## 5.1 AssistanceandExemptions

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

- (a) Issue toofficials, agents and representatives of the Governmental lsuch instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) Assist the Consultants and the Personnel and any Sub-consultant semployed by the Consultants for the Services from any requirement to register or obtain any permitto practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- $(c) \quad \mbox{Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.} \\$

## 5.2 AccesstoLand

The Clientwarrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property there on resulting from such access and will in demnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

### 5.3 Services, Facilities and Property of the Client

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

Inconsideration of the Services performed by the Consultant sunder this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

- 6. Payments to the Consultants
- 6.1 CostEstimates; CeilingAmount
  - (a) An estimateofthecost of the Services payable in local is set for thin Appendix E.
  - (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 Remuneration and Reimbursable Expenditures : Deleted
- 6.3 CurrencyofPayment

 $All\ payments\ (Remuneration and Reimbursable) shall\ be made in Indian Rupees$ 

6.4 ModeofBillingandPayment

Billingand payments inrespect of the Services shall be made as follows:

## I. MODE OF PAYMENTS / RECEIPTS FOR PAYMENTS:

- a. 40 % of the rate for Item No: 1 shall be paid after submission of estimate along with building layout and Drawing
- b. 40 % of the rate for Item No:1 shall be paid after approval of estimate by the competent authority
- c. Balance 20% of the rate for item no: 01,shall be paid after award of compensation by competent authority.
- d. 40 % of the rate for Item No: 2 shall be paid after submission of Photography and videography with GPS.
- e. 40 % of the rate for Item No: 2 shall be paid after completion of all work.
- f. Balance 20% of rates for item No: 2 shall be paid after award of compensation by competent authority.
- e AllpaymentsunderthisContractshallbemadetotheaccountoftheConsultantsspecifiedinthe SC.
- 7. Settlement of Disputes
- 7.1 AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

## 7.2 DisputeSettlement:

- a. 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,
- i. The meaning of the specifications, designs, drawings and instructions hereinbefore mentioned;
- ii. The quality of workmanship or materials used on the work and
- iii. 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.
- b. 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

<u>Number</u> GC Clau						
A.	Amenda	mendmentsof,andSupplementsto,ClausesintheGeneral ConditionsofContract				
[1.1 (h)		TheMemberinChargeis				
[1.4.1	Theadd	Theaddressesare:				
	Client:					
		Attention	:			
		Cableaddress	:			
		Telex	<del></del>			
		Facsimile	<del></del>			
		E-mail	·			
	Consultants:					
		Attention	·			
		Cableaddress				
		Telex	:			
		Facsimile	:			
		E-mail	:			
		[Note <sup>1</sup> :Fillinthe	Blanks]			
[1.4.2	Notice will be de	eemedto be effect	tive as follows:			
	(a)	In thecaseofners	sonal delivery orregisteredmail, ondelivery;			
	(b)		xes,24hoursfollowingconfirmedtransmission;			
	(c)	In thecaseoftelegrams,24hoursfollowingconfirmedtransmission; and				
	(d)		similes,24hoursfollowingconfirmedtransmission.]			
[1.6	TheAut	TheAuthorizedRepresentativesare:				
	FortheC	ortheClient:				
	FortheC	Consultants:				
	[Note:Fillinthe	Blanks]				
[1.7.1			ndthePersonnelshallpaythetaxes,duties,fees,leviesandother g,amendedorenactedlaws during lifeof this contract andtheclient shall			

performsuchdutiesinregardtothedeductionofsuchtaxasmay belawfully imposed.]

 $<sup>^{1}</sup>All notes should be deleted in the final text\\$ 

[1.7.2		ver, the Consultancy Services tax payable /reimbursedby theClient separately.]	for providing this Consultancy Ser-	vices shall be		
[2.1	2.1 Theeffectivenessofcontract shall be on the date					
[2.2	Thetimeperiodshallbedays[Note:Fillin30daysor no otherappropriate]orsuchothertimeperiod as the Parties may agree inwriting.]					
[2.3	Thetimeperiodshallbe		[Note: Fillinthetimeperiod,e.g.,24months] orsuch			
	Othert	imeperiodasthepartiesmay agreeinwriting.] [3	3.4			
	Theris	ksandthe coverage's shall beasfollows:				
	(a)	ThirdPartymotorvehicleliabilityinsurancease ofmotorvehiclesoperatedinIndiabytheConsutheirPersonnel fortheperiodofconsultancy.		respect Sub-consultantsor		
	(b)	Third Party liability insurance with a minim	num coverage, of Rs for theper	riod of consultancy.		
	(c)	Professional liabilityinsurance, with a reimbursable.	minimumcoverageequalto estimated	remuneration and		
	(d)	Client'sliabilityandworkers'compensationing andofanySub-consultant,inaccordance with as,withrespecttosuchPersonnel,any such liappropriate; and	the relevant provisions of the Appli	cable Law, as well		
	(e)	Insuranceagainstlossofordamageto(i)equipm providedunderthisContract,(ii)theConsultan any documents prepared by the Consultants	ts' propertyusedintheperformanceofthe			
	[Note:	Fillintheblanksanddeletewhat is notapplicab	le.]			
[3.6(c	the otl	heractionsare:				
	Note: Iftherearenootheractions, deletethis Clause SC3.7 from the SC. If the Services consist of civil works, the following should be added here:					
	"(i) takinganyactionunderacivilworkscontractdesignatingtheConsultantsas"Engineer",forwhich action, pursuant tosuchcivil works contract, the writtenapproval ofthe Client as "Employer" is required".]					
[3.8	$The Consultants shall not use the sedocuments for purpose sun related to this Contract without the prior written approval of the Client. \\ ]$					
[4.6		Deleted				

Deleted Deleted

[5.1) [6.1(b)

[6.2(a)]	Deleted
[6.2(b)]	Deleted
[6.2(c)]	Deleted
[6.4(a)]	Deleted
[6.4(c)]	Deleted
[6.4(e) Delete	d
7.2 Deleted	
7.2.1	Deleted
7.2.2	Deleted
7.2.3	Deleted

7.2.4 7.2.5

Deleted Deleted

### **IV.APPENDICES**

# Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

## AppendixB:ReportingRequirements

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

### Appendix C: Key Personnel and Sub-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, facilities and property to be made available to the Consultants by the Client.

AppendixE: Cost Estimates inIndian Rupees

## Listhereunder cost estimate:

- $1. \hspace{1.5cm} Monthly rates for local Personnel (Key Personnel and other Personnel) \\$
- 2. Reimbursable expenditures:

# AppendixF:FormofBankGuarantee forAdvancePayments (ReferenceSCClause6.4(a)ofContract) (Tobestampedin accordancewithApplicableStampAct,if any)

Ref:	_		BankGuarantee:	Date:			
DearSir,							
Inconsideration of	M/s.		(Hereinafterreferredasthe"Client", whichex pressionshall, unless repugnant				
tothe context or	to			rs and assigns) having awarded M/s.			
AgreementNo.	ntext orM		clude its successors	Andthesamehavingbeenune quivocallyacceptedbytheConsultant,			
Resultingin Contractvaluedat	a (Scop eofwo rk)	For		Contract(hereinaftercalledt he"Contract")			
and aboveContractamo	ountingto			otheConsultantforperformanceofthe ateeto befurnishedbytheConsultant			
executorsand	hall,unlessrep guaranteeandu	ougnanttothecontexton ndertaketopaythecli	ormeaningthereof,inc	terreferredtoastheBank), ludeitssuccessors,administrators nandanyor,allmoniespayablebythe Withoutanydemur,			
madebytheclientor anydifferencebetw pendingbeforeany WeagreethattheGu	n reentheClienta Court,Tribuna aranteeherein	orotestand/orwithoutandtheConsultantorandl,Arbitratororanyothecontainedshallbeargesthisguarantee.	theBankshallbecond nydispute	neconsultant. Anysuchdemand clusiveandbindingnotwithstanding irrevocableandshallcontinueto			
	ityoftheBanku	ınderthisGuarantee,f		affecting			
TheClientshallhav exerciseofanypow rightwhichtheymig orto	ethe fullestlersvestedinthe ghthaveagains ntractbetween	iberty withoutaffed emorofany attheClientandtoexer forebeartoenforce atheClientandtheCon	cisethesameatanytime	topostponefromtime totime the einanymanner, andeithertoenforce contained			

Thebankshallnotberelievedofitsobligationsunderthesepresentsbyany exercisebytheClientofitslibertywithreferencetothemattersaforesaidoranyofthemorbyreasonofanyotheractor forbearanceorotheractsofomission orcommissiononthepartoftheClientoranyotherindulgenceshownbytheClientorby any othermatterorthingwhatsoeverwhichunderlawwouldbutforthisprovisionhavetheeffectofrelievingtheBank.

The Bankalso agrees that the Clientatits options hall be entitled to enforce this Guarantee against the Bankas a principal debtor, in the first instance without proceeding against the Consultant and not with standing any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything containedhereinaboveourliabilityunderthisguaidto		ditshallremainin			
Force uptoandincluding One year),asmay bedesiredbyM/s.	And shallbeextendedfromtimetotimeforsuchperiod(notes eeding onwhosebehalfthisguaranteehasbeengiven.				
Datedthis	Dayof		19	at	
WITNESS					
(Signature)		(Signature	e)		
(Name)		(Name)			
(Official Address)	Designation(with Bank tamp)				
	Attorney asperPowero	ofDated			

The bank guarantee shall be is sue deither by a bank (Nationalized/Scheduled) located in India

Note:

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.

Executive Engineer
KNNL,SLIS, Division No:1 Mundaragi

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.