

KARNATAKA NEERAVARI NIGAM LIMITED

(A Government of Karnataka enterprises)



KNNL Annexure VI
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. LETTER OF INVITATION

[Location and Date]

Dear [Name of Consultant]:

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 Mundaragi Taluk, Gadag District.

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

2. The RFP has been addressed to the following shortlisted consultants:

1. [List of Shortlisted Consultants]
- 2.
- 3.
- 4.
- 5.
- 6.

3. A consultant will be selected under Least Cost Selection (LCS) procedures described in this RFP.

4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal – Standard Forms
Section 4 - Financial Proposal – Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

6. Please inform us, upon receipt:

- That you received the letter of invitation; and
- Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

[Signature, name, and... Position of
Client's representative]



SECTION 2. INFORMATION TO CONSULTANTS¹

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for assigned contract with the selected Consultant.
- 1.3 The Assignments shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representatives should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the input specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.

¹ This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.



- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection 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 carried out; and if it is carried out, which consultant will be hired for the purpose.
- 1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefit of free and open competition.
 - (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
 - (e) Will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above subpara 1.8(d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendments shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.



3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. 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) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.
 - (ii) For assignment on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
 - (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
 - (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official 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 (Section 3B) of a similar nature. For each assignment, the outline should indicate **inter alia**, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working



For the firm/entity, and degree of responsibility held in various assignments during the last ten (10) Years.

- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by a bar chart diagram showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should 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 The original and all copies of the Technical Proposal shall be placed 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 envelope shall be the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE 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 proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General



5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and points system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic 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 price shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the 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 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach an agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (workplan), staffing and any suggestions made by the firm to improve the Terms of 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 home office, staff-months, logistics, and reporting. The agreed workplan and final Terms of 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 satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurance that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations 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. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposal of those consultants who did not pass the technical evaluation (para 5.3)
- 7.2 The Consultant is expected to commence the Assignment on the date and at the locations specified in the Data sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning award shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.



DATA SHEET

Information to Consultants

Clause Reference

- 1.1 The name of the Client is: Executive Engineer, KNNL, SLIS Division No-1, Mundargi Gadag (Dist) _____
The method of selection is: Least Cost Selection (LCS)
- 1.2 A technical and a Financial Proposal are requested: Yes ... No ...
The name, 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: Yes _____ No _____ [If yes, indicate the phasing] _____
- 1.4 A pre-proposal conference will be held: Yes _____ No _____ [If yes, indicate date, time and venue] _____
- The name(s), address(es), and telephone/numbers of the Client's Official(s) are: _____
- 1.5 The Client will provide the following inputs: _____



1.7.2

[If

The Client envisages the need for continuity for downstream work: Yes No

Yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]

1.11

The clauses on fraud and 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 [Insert number] days before the submission date. (Choose one option)

The address for requesting clarifications is: Executive Engineer, KNNL, SLIS Division No-1, Mundargi Gadag (Dist)
Facsimile: _____

3.1

Proposals should be submitted in the following language(s): English

3.3

(i) Shortlisted Consultant may associate with other shortlisted Consultant:
Yes ___ No ___

(ii) The estimated number of key professional staff months required for the assignment is: _____

(iv) The minimum required experience of proposed key professional staff is:
[Position, number of years of professional experience, specific Expertise] _____

(vi) Reports which are part of the assignment must be written in the following language: English

3.4

(vii) Training is an important feature of this Assignment: Yes No
[If yes provide appropriate information]

(viii) Additional Information in the Technical Proposal includes: _____

3.10

Proposals must remain valid 90 days after the submission date
i.e. until: _____

4.3

Consultants must submit an original and _____ [Number] additional copies of each proposal.

4.4

The proposal submission address is: _____
The information on the outer envelope should also include: _____

4.5

Proposals must be submitted no later than the following date and time: _____

5.1

The address to send information to the Client is: Executive Engineer, KNNL, SLIS Division No-1, Mundargi Gadag (Dist)

5.3

The number of points to be given under each of the evaluation criteria are:



SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: **The Executive Engineer,**

KNNL, SLIS Division No-1,

Mundargi Gadag (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, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We

remain,

Yours sincerely,

Authorized Signature: Name
and Title of Signatory: Name
of Consultant: Address:



3B. CONSULTANT'S REFERENCES

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:
Location within Country:		Key professional staff Provided by Your Firm/entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (RsM):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

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

On the data, services, and facilities to be provided by the Client

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



CONSULTANT'S NAME:

**3D. DESCRIPTION OF THE METHODOLOGY AND WORKPLAN 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. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all 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 ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]



Languages:

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

Certification:

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

[SignatureofstaffmemberandauthorizedrepresentativeoftheConsultant] Date:_____
Day/Month/Year

Fullnameof staffmember:_____

Full nameofauthorizedrepresentative:_____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time:

Part-time:

Activities Duration: _____ Reports Due:

Signature: _____

*The Schedule should be for the period of completion of assignment

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY(WORK)SCHEDULE

A. FieldInvestigationandStudyItems:

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

++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-STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of costs.



4A.
FINANCIAL PRO
POSAL
SUBMISSION FOR
M

[Location, Date]

FROM: (Name of Consultant)

TO: The Executive Engineer,

KNNL, SLIS Division No-1,

Mundargi Gadag (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, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. contract

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours
sincerely,

Authorized
Signature:

Name and Title
of Signatory:
Name of the
Consultant:
Address:



4B. SUMMARY OF COSTS:-Deleted

No.	Description @	Amount (Rupees)
I II III IV V VI VII VIII IX	Remuneration for Key professional staff Supporting Staff Transportation Duty Travel to Site Office Rent Office Supplies, Utilities and Communication Office Furniture and Equipment Reports and Document Printing Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of costs given in format 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.



4C. BREAKDOWN OF COSTS (RS) :- Deleted

IREMUNERATION FOR STAFF

No.	Position	Name	Rate*(Rs.)**	SM	Amount(Rs)
	Keyprofessional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	<u>Sub-Keyprofessionalstaff</u>				
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:	

*The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.

**Provide the breakup of the rates to show the basic salary, social costs and overhead.



III Transportation(Reimbursable) Deleted

Total:

IV. DutyTraveltoSite(Reimbursable) Deleted

Total:

V OfficeRent(Reimbursable)* Deleted

Total:

*Preparedetails asappropriate fortheconsultancy assignment.

VI. OfficeSupplies.UtilitiesandCommunication(Rein
Deleted

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

TOTAL:

*Preparedetails asappropriate fortheconsultancy assignment.



VII. OfficeFurnitureandEquipment(Reimbursable)Deleted

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

*Preparedetails asappropriate fortheconsultancy assignment

VIII. Reports andDocumentPrintingDeleted

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. TERMS OF REFERENCE

Terms of Reference should normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated 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 :PAA.E/95DgİE°ÉZİ/2012 "ÉAUÀ¼ÄÄgÄÄ, ç£ÁAPA: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: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated:



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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ Day of the month of _____, 200_____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

[Note: * If the Consultants consist of more than one entity, the above should be partially 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 _____ (hereinafter called the "Consultants.")”].

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a)

The General Conditions of Contract (hereinafter called "GC");

- (b) The Special Conditions of contract (hereinafter called "SC");

- (c) The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-consultants
Appendix D: Duties of the Client
Appendix E: Cost Estimates
Appendix F: Form of Guarantee for Advance Payments

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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



* Allnotesshouldbedeletedinthefinaltext



FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By
(Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By
(Authorized Representative)

[Name of the Member]

By
(Authorized Representative)

etc.



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
 - (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
 - (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (e) "GC" means these General Conditions of Contract; (f)
- "Government" means the Government of Karnataka; (g)
- "Local currency" means Indian Rupee;
- (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 or the Consultants, as the case may be, and Parties means both of them;
 - (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC 4.2(a)
 - (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
 - (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
 - (m) "Sub-consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
 - (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.



1.2 Law Governing the Contract

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

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing 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 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the official's specified in the SC.

1.7 Taxes and Duties

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 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.



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 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to 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, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 by the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):



- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection 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, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants:- Deleted

2.7.3 Cessation of Rights and Obligations

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 Parties hereunder shall cease, except :

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) The Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5(ii) hereof; and



(iv) Any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, 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



Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, 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 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to engage in Certain Activities

The Consultants agree that, during the term of this 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 the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

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 form and detail



As will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Consultants' Personnel and Sub-consultants

4.1 General

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

4.2 Description of Personnel



- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this 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 Services, the Consultants shall submit to the Client for review and approval a copy of their biographical 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) Working hours and holidays for Key Personnel are set forth in Appendix C.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants

May wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Issue to officials, agents and representatives of the Government all such 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 employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants 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 thereon resulting from such access and will indemnify 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

The Client shall make available to the Consultants and the Personnel, for the purposes of these services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manners specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.



5.4 Payment

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

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures : Deleted

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

Billing and payments in respect 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 All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

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. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

- A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1 (h) The Member in Charge is.....]
[1.4.1 The addresses are:

Client:

Attention :

Cable address :

Telex : _____

Facsimile : _____

E-mail :

Consultants:

Attention :

Cable address :

Telex : _____

Facsimile : _____

E-mail :

[Note¹: Fill in the Blanks]

- [1.4.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telexes, 24 hours following confirmed transmission;
- (c) In the case of telegrams, 24 hours following confirmed transmission; and
- (d) In the case of facsimiles, 24 hours following confirmed transmission.]

- [1.6 The Authorized Representatives are:
For the Client: _____

For the Consultants:

[Note: Fill in the Blanks]

- [1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.]

¹ All notes should be deleted in the final text



[1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date.....:]

[2.2 The time period shall be days [Note: Fill in 30 days or no other appropriate] or such other time period as the Parties may agree in writing.]

[2.3 The time period shall be [Note: Fill in the time period, e.g., 24 months] or such

Other time period as the parties may agree in writing.] [3.4

The risks and the coverage's shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultant or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. for the period of consultancy.
- (c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.]

[Note: Fill in the blanks and delete what is not applicable.]

[3.6(c) the other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

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

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same Information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and facilities to be provided by the Client

[List hereunder:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Cost Estimates in Indian Rupees

List hereunder cost estimate:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4(a) of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____

Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s.

(Hereinafter referred to as the "Client", which expressions shall, unless repugnant

to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. (hereinafter referred to as the "Consultant" which expressions shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract

Agreement No.

Dated

And the same having been unequivocally accepted by the Consultant,

Resulting in a Contract valued at

(Scope of work)

For

Contract (hereinafter called the "Contract")

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (In words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We (Name of the Bank) having its Head Office at _____ Which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and

(Hereinafter referred to as the Bank),

assigns) do hereby guarantee and undertake to pay the client immediately on demand and/or, all monies payable by the Consultant to the extent of _____ As aforesaid at any time up to _____ Without any demur,

@

Reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be in forceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client.



The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other act of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to

And it shall remain in

Force up to and including One year), as may be desired by M/s.

And shall be extended from time to time for such period (not exceeding on whose behalf this guarantee has been given.

Dated this _____ Day of _____ 19 ____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of Attorney No. _____ Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in 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 Mundaragi Taluk, 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.

