

KARNATAKA



GOVERNMENT

DEPARTMENT OF PUBLIC INSTRUCTION

***EVALUATION OF THE
SCHEME OF FREE SUPPLY
OF UNIFORM***

Proposal

OFFICE OF THE COMMISSIONER, NEW PUBLIC OFFICES, NRUPATUNGA ROAD,
K.R.CIRCLE, BANGALORE - 560 001.

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TENDER NOTIFICATION
TENDER FOR THE SCHEME EVALUATION OF FREE SUPPLY OF UNIFORMS

DATE OF TENDER NOTIFICATION : 29.11.2011

PRE-BID MEETING DATED : 07.12.2011 @ 11.00hrs

**LAST DATE AND TIME FOR RECEIPT
OF REQUEST FOR PROPOSAL** : 19.12.2011 @ 16.00hrs

**TIME AND DATE OF OPENING
OF TECHNICAL BID** : 22.12.2011 @ 11.00hrs

**PLACE OF OPENING OF
REQUEST FOR PROPOSAL** : O/o. Commissioner for Public Instruction,
New Public Offices, Nrupatunga Road,
K.R.Circle, Bangalore – 1.

ADDRESS FOR COMMUNICATION : Commissioner for Public Instruction,
New Public Offices, Nrupatunga Road,
K.R.Circle, Bangalore – 1.

**OFFICE OF THE COMMISSIONER FOR PUBLIC INSTRUCTION, N.T.ROAD,
BANGALORE-1.**

Invitation for “Expression of Interest” for Consultancy Services for Evaluation of Free Uniform supply scheme in Education Department, Government of Karnataka

- a) An “Expression of Interest” is invited in the prescribed format from consulting firms/ companies/ Organisations for Consultancy Services for Scheme evaluation of supply of Uniform Cloths. The Bidder has to submit the proposal along with EMD of **Rs.1,00,000-00 (One Lakh only)**.
- b) Only firms / consultants who have carried out the Third party consultancy works of similar Nature and the consultancy charge of the works executed in **single work order should be more than Rs.10 lakhs during any one of the last three years** can apply. And the firm should be in the field for more than 5 years (authenticated certificates of proof shall be enclosed for the above).
- (1) The bidders will be required to register themselves with the centre for E-Governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E-Governance. Necessary details could also be obtained over telephone at **080-25501216**.

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.

- (2) The pre-proposal conference will be held at O/o.CPI, New Public Offices, N.T.Road, Bangalore on **07-12-2011 at 11.00 hrs**.
- (3) The Completed document “Request for Proposal” should be submitted on or before **19-12-2011 at 17.00 hrs**. The technical proposal will be opened on **22-12-2011 at 11.00 hrs**.
- (4) For further details contact Director (Primary Education), **O/o. CPI, New Public Offices, N.T.Road, Bangalore** during office hours Ph:080-22210117

Sd/-
Commissioner for Public Instruction,
Bangalore-1.

TENDER NOTIFICATION FOR SCHEME EVALUATION OF FREE SUPPLY OF UNIFORM CLOTH

1. Department of Education, Government of Karnataka hereby invites to submit a technical and financial proposal for consultancy services required for Scheme Evaluation of Free Uniform Cloth Distribution Programme which could form the basis for future negotiations and ultimately a contract between successful bidder/consultants and The Commissioner for Public Instruction, Bangalore.
2. The purpose of this assignment is:
To evaluate the scheme of Supply of Free Uniform cloth Programme:
 - To help in improving admissions of girls & boys of Primary 1st standard to High School 10th standard.
 - To help the poor children to join school.
 - To improve the enrolment and attendance of the children who are below poverty line.
3. The following documents are enclosed to enable the bidder/consultant to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2) and
 - (c) A sample format of the contract for consultants services under which the service will be performed (Annexure 3).
4. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Technical and financial and should follow the form given in the "Supplementary Information for Consultants." The proposals will be accepted in electronic mode only.
5. **Opening of Proposal:** The proposals containing technical proposal will be opened by the Commissioner for Public Instruction, Bangalore or his authorized representative in his office on **22-12-2011 at 11.00** hrs. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation
6. The proposal to be submitted along with Earnest Money Deposit (EMD). The EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of announcement of the Successful Bidder.
7. The Bid Security shall be credited to the account of Centre for E-Governance
 - i) Through Credit Card
 - ii) Internet Banking
 - iii) National Electronic Fund Transfer
 - iv) Remittance over the counter in the selected 10 branches of Axis Bank in Bangalore
 - a) The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at Axis Bank

- b) EMD amount will have to be submitted by the Bidder taking into account the following conditions:
8. EMD will be accepted only in the form of **electronic cash** (and not through Demand Draft or Bank Guarantee)
 9. The entire EMD amount for a particular tender has to be paid in a single transaction.

The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

The EMD shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws the Proposal;
 - b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration of the Proposal Validity period;
 - c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the SSA Samithi;
 - d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
10. **Evaluation :** A two – stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria.

	<u>Points</u>
(i) Specific experience of the consultants related to the Assignment	20
(ii) Adequacy of the proposed work plan and methodology in responding to the TOR	25
(iii) Qualifications and competence of the key professional staff for the Assignment	45
(iv) Suitability of the transfer of knowledge program	10
Total Points:	100

The minimum technical score required to pass is: 75 points

11. Deciding Award of Contract

- (a) The client will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified. Each responsive proposal will be given a technical score (TS). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to the important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

- (b) Technical Proposal's scoring not less than 75% of the total points will only be considered for financial evaluation.

The client shall simultaneously notify / inform the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of financial proposals over phone / electronic mail or by letters or on website, <http://www.eproc.karnataka.gov.in>.

- (C) The Financial Proposal of those bidders who are technically qualified shall be opened in the electronic form only

- (d) Negotiations with the successful bidder

Negotiations, if required will be held as per the KTTP Act at the office of the Commissioner for Public Instruction, New public offices, N.T.Road, Bangalore. The aim is to reach agreement on all points and sign a contract.

10. Please note that the Commissioner for Public Instruction, New Public Offices, N.T.Road, Bangalore is at full liberty to reject the RFP without assigning any reason. Further, as quality is the principal selection criterion, the CPI, Bangalore is not bound in any way to select the firm offering the lowest price and will have all the right to reject RFP though the firm offered lowest price.

The Successful Bidder has to enter into agreement with CPI and has to furnish Performance Security in the form of Bank Guarantee equal to 5% of the contract value.

11. CPI 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.
12. Consultants shall not be under declaration of illegibility for corrupt and fraudulent practice issued by any clients in India.
13. The rates quoted in the financial proposal should be valid for 90 days from the date of submission during which period it shall maintain without change, the personnel proposed for the assignment and proposed price. The Commissioner for Public Instruction, Bangalore will make his best efforts to finalize the agreement within this period.
14. The cost of preparing a proposal and of negotiating a contract including visits to The Commissioner for Public Instruction, Bangalore, if any is not reimbursable as a direct cost of the assignment.
15. Any firm, with which consultant/bidder might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Please note that the remuneration which bidder/consultant receives from this contract will be subject to the normal tax liability in India. The bidder/consultant may contact the concerned tax authorities for further information in this regard, if required.

The Letter of Invitation, Terms of Reference and Information for Consultants are enumerated in this Request for Proposal. The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>

The Commissioner for Public Instruction,
Bangalore.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals.

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 3 years in the format given in Form F-2.
- (ii) Any comments or suggestions of the consultant on the Terms of Reference (TOR).
- (iii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iv) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (v) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (vi) The consultant's comments, if any, on the data, services and facilities to be provided by Director (Pry), O/o. CPI, Bangalore indicated in the Terms of Reference (TOR).
- (vii) The consultant's Work program and time schedule for key personnel in Form No.F-7.

(b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No.F-6 with cost break-up for the work program indicated in Form F-7.

(2) Contract Negotiations

The aim of the negotiation is to reach an agreement on all points with the consultant and initiate a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing and the bar chart, which will indicate personnel, periods in the field and

office, man-months, and reporting schedule. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed personnel rates which should be expressed in man-months.

- (3) Contracts with Team Members. Bearing in mind that rates are negotiable, firms are advised against making firm financial arrangements with prospective team members prior to negotiations.
- (4) Nomination of Experts
Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, The Commissioner for Public Instruction, Bangalore expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, Policy Planning Unit will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.
- (5) All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages.
- (6) Review of reports

The high level review committee will carry out reviews as per clause 8 of the TOR and suggest any modifications/changes considered necessary within 15 days of receipt.

**TERMS OF REFERENCE
FOR THE STUDY TO EVALUATE FREE SUPPLY OF UNIFORM CLOTH BY
GOVERNMENT OF KARNATAKA**

Background and Need for the Study:

- 1.1 Towards achieving Universalisation of Elementary Education the Government of Karnataka has initiated many programmes and policies. Some of the most important incentive driven programs of the government include supply of free text books, free supply of Uniforms, awarding scholarships and mid day meals and so on. These programmes intend to achieve universal enrolment, retention and ensure eight years of quality education to each child.
- 1.2 The compulsory and free education to all children is a constitutional mandate and commitment. Hence it becomes obligatory to the State to encourage all incentives to promote Article 45 of the constitution. With the declaration of right to Education as Fundamental Right of all children of school going age group, the responsibility of the State has further enhanced.
- 1.3 In this context, the supply of free Uniform to All students studying in Government schools from 1st standard to 10th standard has become one of the major functions of the Education Department. Having understood the problems of school children and financial burdens of their parents, Government of Karnataka introduced the scheme of free Supply of Uniform cloths to boys & girls studying in 1st standard to 10th standard in Government Schools. This is to enhance the confidence and courage besides reducing dropout rate among children The **scheme is introduced from the academic year 1985**. For the boys and Girls of Government lower primary school, subsequently the scheme have been extended to cover even S.C/S.T boys and girls in the Government higher primary schools. Further the scheme extended to the non SC.ST girl students from 5th to 10th Standard in Government Schools during the year 2000-01, from the year 2007-08 onwards this scheme extended to all students of Government School studying from 1st to 10th standard. During the year 2011-12 at the cost of Rs.82.80 Crore 57.03 lakh sets of uniforms (4 Divisions, 34 Districts, 197 Talukas) have been supplied by the various firms. And 57.03 lakh students among four Divisions were benefited from this scheme.

Beneficiary Coverage and Expenditure Under VVY (in Lakhs)

Sl.No	Year	No. of Students(in Lakhs)			Physical and Financial Expenditure	
		Primary	Secondary	Total	Physical	Financial(Rs. In Corers)
1	2004-05	54.00	6.00	60.00	60.00	59.18
2	2005-06	54.27	4.75	59.02	59.02	54.45
3	2006-07	59.03	5.82	64.85	64.85	60.62
4	2007-08	57.26	11.45	68.71	68.71	68.84
5	2008-09	54.06	10.79	64.85	64.85	65.85
6	2009-10	51.74	10.89	62.63	62.63	75.22
7	2010-11	44.06	11.06	55.12	55.12	67.14
8	2011-12	46.00	11.03	57.03	57.03	82.80

*VVY – Vidhya vikasa yojana.

DETAILS OF UNIFORM CLOTH MATERIALS PROVIDED UNDER THE VVY

SL. NO	CLOTHS DETAILS	TYPE OF COLOURS
1	Boys and Girls Shirting(Polyester viscose Shirting)	Medium Blue
2	Boys Pant(Polyester Shuting)	Navy Blue
3	Girls Skirt(Cotton Casement)	Navy Blue

DETAILS OF CLASS WISE UNIFORM MEASUREMENT, WIDTH, RATE PER METER AND RATE PER SET

Classes	Items	Measurement in running meters	Width	Rate per meter (Rs.)	Rate per set (Rs.)
				KHDC	KHDC
I & II	Boys - Half Pant	0.50 mts	54"	88.20	93.76
	Boys - Shirt	1.10 mts	36"	45.15	
	Girls - Skirt	1.20 mts	36"	36.59	96.56
	Girls - Shirt	1.10 mts	36"	45.15	
III & IV	Boys - Half Pant	0.55 mts	54"	88.20	102.69
	Boys - Shirt	1.20 mts	36"	45.15	
	Girls - Skirt	1.40 mts	36"	36.59	105.40
	Girls - Shirt	1.20 mts	36"	45.15	
V to VII	Boys - Half Pant	0.60 mts	54 "	88.20	116.13
	Boys - Shirt	1.40 mts	36"	45.15	
8 to 10th Std	Boys - Shirt	2.00 mts	36"	45.15	196.14
	Boys - Pant	1.20 mts	54"	88.20	
V to VII	Girls - Shirt	1.50 mts	36"	45.15	131.75
	Girls - Skirt	1.75 mts	36"	36.59	
8th Std	Girls – Skirt	2.10 mts	36"	36.59	155.84
	Girls – Shirt	1.75 mts	36"	45.15	
9 & 10th Std	Girls – Skirt	2.10 mts	36"	36.59	167.13
	Girls – Shirt	2.00 mts	36"	45.15	

1.4 Hence it is proposed for implementing the programme as impact study needs to be taken up by an external agency.

OBJECTIVES OF THE SCHEME:-

- To improve the enrollment and attendance of children.
- To ensure retention of children in Government schools and complete their schooling graduation.
- To inculcate a sense of disciplined uniformity and equality among the children
- To help the children belonging from rural place.
- To control the dropouts in primary and secondary education level and provide compulsory education to all children up to 16 years of age.
- To create uniformity and equality among the children studying in government schools.
- To create oneness and equality among the children.

IMPLEMENTATION OF THE SCHEME:-

- ❖ The scheme is implemented by all the District/Taluk level education department officers DDPI's, BEO's. and supplying agencies Karnataka Handloom development corporation,(KHDC), Karnataka State Power loom Development Corporation(KSPDC) and Textiles Committee, Ministry of Textiles, Government of India. The overall supervision headed by the Commissioner For Public Instruction, Bangalore.
- ❖ Main responsibility to ensure timely distribution of quality uniforms is entrusted to KHDC and KSPDC.
- ❖ A committee comprising of the officers from Education Department, representatives of KHDC and KSPDC is constituted to ensure quality of the uniform distribution to the children.
- ❖ Textiles Committee, Ministry of Textiles, Government of India. Will asses the quality of the uniform material before the supply to the children.

OBJECTIVES OF EVALUATION OF THE SCHEME:-

The following are the reasons for choosing the scheme for evaluation:-

- To assess the impact of the scheme in improving attendance, dropouts and participation of children in schools.
- To assess the perceptions of the beneficiaries, their parents, school teachers regarding the quantity of the material supplied, quality of material supplied, timely supplied sufficiency and the benefit.
- To study the nature of supply and distribution of the material from the supplying agencies to the beneficiary.
- Evaluate the impact of this scheme on the learning achievement of the students.
- Evaluate the "cost effective" of the scheme.
- Evaluate the advantages and disadvantages in continuing this scheme further
- Evaluate the actual implementation of the scheme in terms of its utilization

EXPECTED OUTCOMS OF THE STUDY

- ✓ To Know the increase in the enrolment, retention and participation of the children in Government Schools.
- ✓ To Know the decrease in the dropout children rate in Primary and Secondary School level.
- ✓ To Know the actual utilization of the supply of the uniforms.
- ✓ To Know the awareness of the children regarding uniformity and equality
- ✓ To Know the performance of the supply agencies regarding distribution and cost effectiveness of the scheme.

SUGGESTED STUDY DESIGN

- The sample for the study should be based on representative coverage of all Government Schools of the State.(Boys and Girls separately).
- The year for reference for this study would be 2004-05 to 2010-11.

SAMPLE SIZE

- ✓ 2% of 57.03 lakh children's i.e., 1,14,000 children's
- ✓ covering Government schools from 1st to 10th Std
- ✓ covering all four revenue divisions.
- ✓ Analysis by 1) Sex
 - 2) Social class viz., SC/ST/OBC/Others
 - 3) North East Karnataka / Other than NE Karnataka
 - 4) Northern Maidan Districts / Blocks
 - 5) Southern Maidan Districts / Blocks
 - 6) Hilly Areas Districts / Blocks
 - 7) Coastal Region Districts / Blocks
 - 8) Urban Area / Rural Area

DATA

Both Primary and Secondary data gathered for the purpose of the analysis secondary data covers quantitative aspects relating to beneficiary coverage district wise, block wise, standard wise, sex wise, general/SC/ST wise at macro level. The Primary data source include largely qualitative data relating to School, Children participation rates utilization and benefits of the free uniforms by students and their perceptions about the incentives schemes.

TIME FRAME/SOURCING OUT - This study is proposed to be outsourced. Identified external agency should conduct the evaluation and prepares the final report. The study is expected to be completed within sixty days from the date of signing the MOU by the agency.

THE SUPPORT /INPUTS PROVIDED BY THE CLIENTS:-

The ADPI (CPE), Office of the Commissioner for Public Instruction provides information support to the proposed study.

REVIEW COMMITTEE

A review committee comprising of the following members is constituted to screen a suitable agency and after selection of such agency it monitors the work of the consultant. The review committee meets at specified intervals and reviews the work and appraises the progress. Depending on the progress, the consultant is extended feedback intermittently so as to ensure the desired output from them. The committee also reviews progress reports submitted by the consultant and the draft/final report of the study.

- a. Commissioner for Public Instruction-Chair Men.
- b. Director for Public Instruction (Primary education) -Member. Secretary
- c. Director for Public Instruction (Secondary education) - Member.
- d. Joint Director for Public Instruction, Sarva Shikshana Abiyan, Bangalore.
- e. Deputy Director for Public Instruction (Planning).
- f. Senior Assistant Director for Public Instruction (Planning).
- g. Assistant Director for Public Instruction (CPE)

The review committee will also process the proposals submitted by various consultants and monitors the work as and when required.

ROLE OF THE DEPARTMENT:

- ✚ To give all the district wise block wise secondary information.
- ✚ To provide administrative instruction to the district, block and cluster level for co-operating for the study during field visits.
- ✚ To nominate a full time nodal officer from the department.
- ✚ To provide measurable indications for the completion of each phase for timely release of funds.
- ✚ Arrange for the review committee meetings with each completion of the phase as per the agreement.
- ✚ The cost of preparing the proposal and visits made for negotiating proposal is not reimbursable.
- ✚ Assuming that the contract is accepted, the researcher is expected to take up the assignment within 10 days of acceptance.
- ✚ The mode of payment would be
 - ❖ 30% of the total amount agreed amount-on completion of field study **against Bank Guarantee to the equal amount.**
 - ❖ 30% of the total agreed amount-on submission of the draft reports **against Bank Guarantee to the equal amount.**
 - ❖ 40% of the total agreed amount-on submission of the final reports
- ✚ The researcher is requested to hold their proposal valid for 90 days form the date of submission. During which period, the researchers will not make any change in proposed finance. This office will make its best efforts to finalize the agreement within this period.
- ✚ If the final report of the study is not submitted as per the agreed conditions and within the stipulated times. Where the delay is on account of the consultant agency then the department will with hold the last installment.

ROLE OF THE EVALUATION AGENCY:

- Bio-data of the researchers with an outline of recent experience should be duty attached
- The proposal should be submitted in two parts i.e., Technical and Financial.
- Recent Income Tax returns statement of the researcher should be duty enclosed.
- The study should be taken up by one single agency and same agency has to complete research work without transferring it to anybody.
- It is considered desirable that the researcher / representative may visit the concerned office/field before handing ever the final report. The Expert committee may make any suggestions or recommendations.
- Data gathered during the study should be shared with the Government.

- The researcher should make final presentation after incorporating suggestions/ recommendations made by the Expert Committee before submitting the Final report.
- The final report should be submitted both in hard and soft copies.

**Commissioner for Public Instruction.
Bangalore.**

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 of 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) "CPI" means Commissioner for Public Instruction
- i) "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.
- j) "Party" means the Client of the Consultants as the case may be, and parties means both of them;
- k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part hereof; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).
- l) "SC" means the Special Condition of Contract by which these General Conditions of Contract may be amended or supplemented;
- m) "Services' means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

- n) "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.
- o) "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

The 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 specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representative

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 officials specified in the SC.

1.7 Taxes and Duties

The Consultants, sub-Consultants and their Personnel shall pay taxes, duties, fee and other impositions as may be levied under the Applicable Law, the amount of which except service tax is deemed to have been included in the Contract price. The service tax will be reimbursed to consultant on production of challan for having paid to Government.

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 or such other later dates as maybe 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 Dates 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" mean 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 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 not be entitled for any payment as this is job under basis.

2.6 Suspension:

The Client may by written notice of suspension to the Consultant, 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 Service, 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 Consultant 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 public official in the selection process or in contract or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract of 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:

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Service for a period of not less than sixty (60) days.

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' obligations 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 Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipments and materials furnished by the Client. Consultants 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 or GC 2.7.2 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 Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-consultants or Third Parties.

3.2 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, 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 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 Confidentially

The consultants, and the personnel 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 Accounting, Inspection and Auditing

The consultants (i) shall keep accurate and systematic account 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.

3.5 Consultant's Actions Requiring Client's Prior Approval

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

- a) entering into a subcontract for the performance of any part of the services, it being understood that the consultants shall remain fully liable for the performance of the services by 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 be title but not by name;
- c) Any other action that may be specified in the SC.

3.6 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

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

All plans, drawing, 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.

3.8 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 Consultant's 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 client his/her name is listed as well.
- b) If required to comply with the provision 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 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 object) 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 consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of services 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 therefore, 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.

5 Obligation 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-consultants 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 Services, Facilities and Property of the Client

The Client shall make available to the consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in sad 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.

5.3 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 ceilings 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 clause 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, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures (P.44)

- a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b)
- b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the Performance of the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates refereed to, and subject to such additional provisions as are set forth, in the SC.

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- a) The client shall cause to be paid to the consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the consultants to the client of a bank guarantee by a bank acceptable to the client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the client shall have approved in writing.
- b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual) of the amounts payable pursuant to clauses GC 6.3 and 6.4 for such months. Each monthly statement shall distinguish that portion of the total eligible cost which pertains to remuneration from that portion which pertain to reimbursable expenditure.
- c) The client shall cause the payment of the consultants within sixty (60) days after the receipt by the client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultants, the client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved as satisfactory by the client. The services shall be deemed approved by the client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the client unless the client within such ninety (90) day period, gives written notice to the consultants specifying in detail deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the client has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the consultants to the client within thirty (30) days after receipt by the consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the client of a final report and final statement approved by the client in accordance with the above.
- 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 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

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 Deputy Director (Primary)

1.2 The addresses are:

Client:

Attention : DPI (Primary)
Cable address : Commissioner for Public Instruction, Bangalore
Telex : 080-22133471
E-mail : ddpiprimary@gmail.com

Consultants:

Attention :
Cable address:
Telex :
Facsimile :
E-mail :

[Note: Fill in the Blanks]

1.3 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;

1.4 The Authorized Representative are:

For the Client: Deputy Director (Planning), o/o.CPI

For the Consultants.....

[Note: Fill in the Blanks]

1.5 The consultants and the Personnel shall pay the taxes, duties, taxes, 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 tax as may be lawfully imposed.]

1.7 Disputes shall be settled by arbitration in accordance with the following provisions:

1.7.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they any agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and form such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitrator panes. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty(30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 1.7.1(b), one Party fails to appoint its arbitrator within thirty(30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

1.7.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

1.7.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substance shall be appointed in the same manner as the original arbitrator.

1.7.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) of Clause 1.7.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

1.7.5 Miscellaneous

In any arbitration proceedings hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- (b) the English languages shall be the official language for all purposes
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is not such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of _____ Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for _____.

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".

Yours faithfully,

Signature: _____
Full name _____
and address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assign- ment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assign- ment</u>	<u>Date of commence ment</u>	<u>Date of completion</u>	<u>Was assign- ment satisfac- torily completed</u>
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

FORM NO.F-4

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. **Technical/Managerial Staff**

Sl.No.	Name	Position	Task assignment
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2. **Support Staff**

Sl.No.	Name	Position	Task assignment
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FORM F-5
FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

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:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member and authorized representative of the Firm]Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

FORM NO.F-6

SCHEDULE OF PRICE BID

<u>Items</u>	<u>Amount</u>	
	<u>In figures</u>	<u>In words</u>
1. Consultancy services for: (a) Design of management development programs for officers at the strategic level (b) Conduct of management development programs for officers at the strategic level (cost per batch x number of batches) x — — — — —		
2. Consultancy Services Tax @ %		

Signature of Consultant

(Authorized representative)

Cost Estimate of Services

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate (in currency)</u>	<u>Working Days (Months)</u>	<u>Total Cost (in currency)</u>
a) Team Leader	_____			
b) "	_____			
c) "	_____			
Sub-Total (Staff)				_____

Out-of-Pocket Expenses:

a) Per Diem: ¹	Room	Subsistence <u>Cost</u>	Total _____	Days _____	_____
b) Air fare:					_____
c) Lump Sum Miscellaneous Expenses: ²					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
TOTAL COST ESTIMATE					_____
Consultancy Services					_____
Tax @%					_____

1 Per Diem is fixed per calendar day and need not be supported by receipts.

2 To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porter age fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

FORM F-7

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	
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months

Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time _____ Part Time
Reports Due
Activities Duration

Consulting Services

Draft Letter of Contract for Small Assignments Carried out by Consultants

Subject: (Name of Assignment)

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide the (Name of Consultant) with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about 60 (sixty) days, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultant) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (Name of Consultant) will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.
5. This Contract, its meaning and interpretation and the relations between the parties shall be governed by the Laws of Union of India.
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultant).
7. Payments for the services will not exceed a total amount of Rs. _____.

The (Name of Client) will pay (Name of Consultant), within 30 days of receipt of invoice as follows:

Amount	Currency	
.....	upon receipt of a confirmed copy of this letter and submission of inception report
.....	upon receipt of intermediate Status Report.
.....	upon receipt of the draft Final report.
.....	upon receipt of the final report acceptable to (Name of Borrower)

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on the (Name of Consultant).

8. The (Name of Consultant) will be responsible for appropriate insurance coverage. In this regard, the (Name of Consultant) shall maintain workers compensation, employment liability insurance for their staff on the assignment. The (Name of Consultant) shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the (Name of Consultant) or its staff. The (Name of Consultant) shall provide the (Name of Client) with certification thereof upon request.
9. The (Name of Consultant) shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Client) arising out of the services by the Consultant and its staff under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the 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.
11. The Consultant agrees that, the assignment will be completed within 60 days from the date of signing of contract.
12. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the (Name of Consultant) in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
13. The Consultant undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
14. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
15. The (Name of Consultant) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
16. The (Name of Consultant) also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.
17. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Place:

Date: (Signature of Authorized Representative on behalf of Consultant)

(Signature & Name of the Client's Representative)

