

GOVERNMENT OF KARNATAKA

REQUEST FOR PROPOSALS

Providing consultancy services for preparation of Detailed project report(DPR) including, design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report, CBR values etc for Resurfacing/strengthening/reconstruction/widening of roads of 44.69 kms length in Yamakhanmaradi, Arabhavi, Raibag and Gokak legislative assembly constituency in Belagavi district. proposed under central road infrastructure fund (CRIF) for the year 2026-27

**Address:- O/o EXECUTIVE
ENGINEER NATIONAL HIGHWAY DIVISION
BELAGAVI,**

EMAIL:eenhbelagavi@gmail.com

CONTENTS

Annexure	Description	Page No.
	LetterofInvitation	3
Annexure 1	TermsofReference	8
Annexure 2	SupplementaryInformationforConsultants	9
	TechnicalProposal–Standard Forms	10
	FinancialProposal–StandardForms	16
Annexure 3	ContractforConsultant Services	17

SECTION: 1–LETTER OF INVITATION (LOI)

Dear Sir:

Subject:

Providing consultancy services for preparation of Detailed project report(DPR) including, design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report, CBR values etc for Resurfacing/strengthening/reconstruction/widening of roads of 44.69 kms length in Yamakhanmaradi, Arabhavi, Raibag and Gokak legislative assembly constituency in Belagavi district. proposed under central road infrastructure fund (CRIF) for the year 2026-27

You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and EXECUTIVE ENGINEER, NATIONAL HIGHWAY DIVISION BELAGAVI

1. The purpose of the assignment is to:

Providing consultancy services for preparation of Detailed project report(DPR) including, design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report, CBR values etc for Resurfacing/strengthening/reconstruction/widening of roads of 44.69 kms length in Yamakhanmaradi, Arabhavi, Raibag and Gokak legislative assembly constituency in Belagavi district. proposed under central road infrastructure fund (CRIF) for the year 2026-27

2. The following documents are enclosed to enable you to submit your proposal:

- (a) Terms of Reference (TOR) – Annexure 1
- (b) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals – Annexure 2
- (c) Form of Contract for Consultant's Services under which the Services will be performed. (Annexure 3)

3. In order to obtain firsthand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

- 4.

EXECUTIVE ENGINEER OFFICE NATIONAL HIGHWAY DIVISION, BELAGAVI -590015

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

5. Consultants 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

5. The Assignment of preparation Structural design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report , CBR values and drawings shall be completed within 15 days from the date of Agreement and the Assignment/Agreement continues till the physical completion of the proposed WORK.

<u>Packag e No.</u>	<u>Name of work</u>	<u>Approximate value of Consultancy work (Rs.) (excluding GST)</u>	<u>Earnest Money Deposit (Rs.)</u>	<u>Cost of document (Rs.)</u>	<u>Period of completion</u>
1	2	3	4	5	6
1	<u>Providing consultancy services for preparation of Detailed project report(DPR) including, design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report, CBR values etc for Resurfacing/strengthening/reconstruction/widening of roads of 44.69 kms length in Yamakhanmaradi, Arabhavi, Raibag and Gokak legislative assembly constituency in Belagavi district. proposed under central road infrastructure fund (CRIF) for the year 2026-27(work Details as per Annexure-1 and individual reports has to be submitted for each work of Annexure A)</u>	Rs. 760042.83	Rs. 19050.00 (As per NIT published)	As per NIT published	15(days) (Including Monsoon).

		<u>Annexure A</u>			
<u>Sl No</u>	<u>Name of Work</u>	<u>Tests to be conducted</u>	<u>Constituency</u>	<u>Length</u>	<u>Amount in Rs</u>
1.	Improvements to mangusuli Laxmeshwar SH-73 Road from Km 105.00 to 106.67 in Hukkeri taluka Belagavi Dist(Pachapurraliway gate to bridge)	NSV, FWD, Survey & DPR	Yamakhanmaradi	2.5	42517.50
2.	Renewal to Jath-Jamboti SH-31 from Km.86.00 to Km.100.84 in Mudalagi and Gokak taluk of Belagavi District (from Km.Kalolli Village to Near Lolasur Village)	NSV, FWD, Survey & DPR	Arabhanvi	14.84	252383.88
3.	Proposed Renewal to the Jath-Jamboti SH-31 from Km 72.15 to 86.00 in Mudalagi and Gokak Taluka Of Belagavi District in Karnataka (From Gokak Border to Near Kallolli Village)	NSV, FWD, Survey & DPR	Arabhanvi	13.85	235546.95
4.	Development of a rural road connecting Renuka Yallamma Temple from the district main road to ShingalapuraThakke in Gokak Taluk	NSV, FWD, Survey & DPR	Gokak	3.2	54422.40
5	Widening and development of the connecting road at Hadiganal village on Badami–Godachi–Gokak Falls Road (State Highway-134), from Km 0.00 to Km 3.30 (Rural Road) (Hadiganal village connecting road) in Gokak Taluk of Belagavi District.	NSV, FWD, Survey & DPR	Gokak	3.3	56123.10
6	Improvement to Ankali-Raibag road from Km. 1.00 to 8.00 of RaibagTaluk,Raibag constituency of Belagavi District	NSV, FWD, Survey & DPR	Raibagh	7	119049.00
		Total		44.69	760042.83

6. Earnest money deposit

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) i.e., EMD amount **Rs. 19050.00** shall be paid in full in the form of FDR or BG in favour of Executive Engineer National Highway division Belagavi payable at Belagavi(scanned copy to be uploaded in the e-portal).

7. Security deposit

7.1 Within 07 days of receipt of the Letter of Acceptance, the successful Consultants shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus deposit for unbalanced tender.

- **Banker's cheque,/FDR in favour of Executive Engineer,NATIONAL HIGHWAY Division, Belagavi payable at Belagavi**

6. Submission of Proposals:

The proposal shall be submitted in two parts viz., **“Technical”** and **“Financial”** and should generally follow the Forms given in the “Supplementary Information to Consultants”

- 6.1 The **“Technical”** and **“Financial”** proposals must be submitted in following the formats/schedules given in the Supplementary Information for Consultants. **“Technical**

Proposal” should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second part marked **“Financial Proposal”** should contain the detailed price offer for the consultancy services.

6.2 Opening of Proposal

Tenders must be accompanied by earnest money deposit should be paid in the form of Bank Guarantee/FDR in the name of Executive Engineer, National Highway Division, **Belagavi -590015** and the scanned copy of the same should be uploaded along with tender documents online through <https://eprocure.gov.in/cppp/> in the portal and the original should be submitted to the Office of the Executive Engineer, National Highway Division, **Belagavi -590015** on the date and time as per NIT.

Tenders must electronically submit (on-line through internet) within the date and time

published in the portal. Bids will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, National Highway Division, **Belagavi -590015**

7. **Evaluation of Proposals**

A Single stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals.

The technical proposals will be evaluated using the following criteria:

Position	Totalpoints
1.Company/Firm/individual registration copy (Attested)	2
2.Adharcard&pancard, details(Attested)	2
3. IT returns details for the year (2024-25,2025-26). (Attested)	5
4. Declaration for Noblack list of companyinbondpaper	5
5.Affidavitfornocriminal case oncompanyinbondpaper	5
6.Technicalpersonsdetails Team Lead cum senior Engineer- 1 No.	12
7. QuantitySurveyor/Assistant /Evaluator/SiteEngineer-1No	
8.QCAsst.-1No	
9.ComputerOperator-1No	
10.Attender– 1 No.	
11.AValidISO9001&ISO 27001,ISO14001Certificateas consultancy service provider (Attested)	10
12. Mandating satisfactory completion for at least one similar work to an extent of 50% of the cost of the serviceinpast 5 Years. And Work Done Certificates Issued By Not Below The Rank ofExecutiveEngineer.	15
13.TheFirmShouldhave Valid Establishments/Labour certificate.	5
14.TheFirmShouldHaveEPF and ESI Registration With Recent 1 Year Paid Challans (Attested)	4
15.FirmMusthaveMSME/SSI Registration	5
16.Firm must have own LaboratoryAndMustAttachAllEquipmentcalibrationc ertificate and Equipment Details of Purchase Bill/InvoiceMust have Own mobile laboratory with necessary equipment .	10
17. The Firm must Have tie-up with NABL Accreditation Laboratory in Karnataka	10
18. The FirmShould Have AMinimum Financial Turnover of Rs30% of servicein AnyTwo Financial Years During ThePeriod 2021-22 to 2025-26(certified balance sheet andFinancial Turn over	10

Statement Issued by chartered accountant With UDIN)	
---	--

In above Sl.No.1 to 18 condition (in bid document) are compulsory for the further evaluation. If the Agency/firm failing to submit the bid will be rejected.

Points

(i) Qualifications and competence of the key professional staff or the Assignment

a) Team Lead cum senior Engineer-1 No.

1. MTECH with 5 years experience or BE with 7 years experience (3)
2. MTECH with 3 years experience or BE with 05 years experience (1.5)
3. MTECH with 1 year experience or BE with 03 years experience (1.0)

b) Quantity Surveyor/Assistant Evaluator (Engineer)/Site Engineer-1 Nos.

1. BE with 3 years experience or Diploma with 5 years experience (3)
2. BE with 2 years experience or Diploma with 03 years experience (1.5)
3. BE with 1 year experience or Diploma with 01 year experience (1.0)

ii) Supporting Staff

1. QC Asst.: 01 No (2 POINTS)
2. Computer Operator: No (2 POINTS)
3. Attender - 1 No. (2 POINTS)

Total Points: 100

The minimum key personnel core required to passing : 75 Points

8. Deciding the Award of Contract

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

- (i) Technical proposal scoring not less than 75% of the total points will only be considered for further evaluation;
- (ii) Those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be unopened after completing the selection process.
The consultants that have secured the minimum qualifying mark, the Financial bid will be opened as per departmental procedure.
- (iii) The Financial Proposals shall be opened in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened and minutes of the opening shall be prepared.
- (iv) 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. The evaluation shall exclude the Consultant's Service Tax.
- (v) The Client will select the lowest proposal [‘evaluated’ price] among those that passed

- he minimum technical score.
- (vi) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposal submitted by it, as may be required to adjudicate the reasonableness of its Financial Proposal.
 - (vii) Negotiations will commence with a discussion of the Consultant's Technical Proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.
 - (viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)
 - (ix) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
 - (x) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.
 - (xi) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the winning Consultant, the Consultant quoting second lowest price will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
9. Please note that the Client is not bound to select any of the firms submitting proposals.
 - 9 It is estimated that about 15 DAYS of services will be required for this assignment and generally you should base your financial proposal on this figure.
 - 10 You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.
 - 11 Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.
 - 12 Assuming that the contract can be satisfactorily concluded in 10 days you should be expected to take up/commence the assignment right after the work order is issued.
 - 13 We wish to remind you that any manufacturing or construction firm with which you 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.

14 Please note that if your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However joint ventures between firms on the shortlist are not permitted except with the prior approval of Client. The request for a joint venture should be accompanied with full detail of the proposed association.

15 An invitation to submit the proposals will be as per CPPP Portal

16. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

Yours faithfully

()

The Client

Annexures:

1. Terms of Reference (TOR)
2. Supplementary Information to Consultants
3. Contract format under which Assignment will be performed

TERMS OF REFERENCE (TOR)

General Conditions

1. Conditional Tenders Will not be accepted.
2. Tenders from Joint ventures are not acceptable and Sub-contract will not be allowed.
3. The consultant has to submit separate DPR reports for individual works
 - I. It shall be the responsibility of the Agency to ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of e Procurement on or before the last date and time of bid submission. Earnest Money Deposit shall be in the form of Bank in the form of Bank Guarantee/FDR in the name of Executive Engineer, National Highway Division, Belagavi-590015. The Bank Guarantee in the prescribed format only, with a minimum period of 135 days (from the last date of submission of tender) drawn in favor of the EE, NH Division, Belagavi obtained from any Nationalized / Scheduled Bank. (Scanned copy of EMD paid in the form of BG/FDR may be uploaded along with technical bid in e-portal. Original Bank Guarantee should be submitted before opening of technical bid date & time as stipulated in e-portal. Noncompliance leads to rejection of Technical bids)
 - II. Deductions shall be made from the consultant's remuneration on account of the penalty due to the delay in the submission of reports.

1. A Concise statement of Objectives:

- a. Services shall consist of preparation of Detailed project report (DPR) as per CRIF Guidelines but not limited to design calculation for pavement with supporting FWD (Falling weight deflectometer) tests as applicable, and NSV (Network survey vehicle) report, CBR values etc. for strengthening/reconstruction/widening of roads
- b. To ensure full compliance to the Engineering Designs & Drawings, Technical Specifications as per conditions of contract within the time schedule

2. An outline of the Tasks to be carried out

The services and the scope of work include but not limited to:

1. FWD

- Planning: Finalize chainages/stretches to be tested. Calibrate FWD equipment.
- Field Data Collection: Conduct FWD test at 250m-500m interval in each lane, or as per IRC 115. Record deflections under standard load: 40Kn. Note pavement temperature, air temp, GPS coordinates
- Take crust details via test pits: layer thickness, material type
Data Analysis Back-calculate layer moduli using software like KGPBACK, ELMOD. Compute remaining life of pavement. Identify homogenous sections
Reporting Tabulate deflection, moduli, overlay requirement
Mark weak stretches on strip plan
Recommendations for strengthening/overlay

2. NSV - Network Survey Vehicle.

- Calibrate NSV systems: lasers, cameras, GPS, roughness
- Define survey lanes, direction, start/end points.
- Traffic management plan
- Field SurveyRun NSV at 40-60 kmph to capture:
 - Roughness: IRI in m/km
 - Distresses: Cracking, raveling, potholes, rutting
 - Road Inventory: Lane width, shoulder, median, signs, culvertsetc
 - Geometrics: Horizontal/vertical curves, gradient, Video logging of entire stretch: front + pavement view
- Data Processing :Process laser data for rut depth, cracking %Calculate Pavement Condition Index PCI, Generate inventory in GIS format, Tag distresses with chainage + GPS
- Deliverables: Strip charts showing distress, roughness, inventory, Video log with chainage overlay, Summary of road condition by km and detailedplan and estimate including the above reports in 5 copies.

3. CBR: Identify test locations as per IRC:37/MoRTH guidelines and chainage. Excavate test pits of size 1.0m x 1.0m x 1.5m depth or up to subgrade level. Record strata details and collect disturbed samples for lab classification. Conducting Field CBR Test Place surcharge weights to simulate pavement load. Apply load through CBR plunger at 1.25 mm/min penetration rate. Record load readings at 0.0, 0.5, 1.0, 1.5, 2.0, 2.5, 3.0, 4.0, 5.0, 7.5, 10.0 & 12.5 mm penetrations or Sample Collection for Lab CBR Collect representative subgrade soil samples in airtight bags. Transport to NABL-accredited lab for soaked CBR test as per IS:2720 Part-16.

Prepare test reports with chainage-wise CBR values, FDD, FMC, photos, and location sketches. Submit analysis and recommendations for pavement design crust.

- I. The Consultant shall thoroughly check the Detailed Project Report (DPR) with the actual field conditions and brought to the notice of the Client with suggestions and economic alternatives
- II. The Consultant shall Plan, schedule and implement programs to complete the project in time
- III. Relevant Photographs/Video graphs/Inspection Notes/Technical Reports/Etc
- IV. Preparation of detailed plans and estimates (as specified in the Subject) for each road—including typing five copies, providing colored ammonia prints, proper filing, indexing, and paging—must be submitted for each individual work mentioned in Annexure-A.

3. Schedule for Completion of Tasks

- a) The time period for the Consultancy Services shall be 10days from issue of work order.

Payment Details

- a) The Consultancy charge will be paid at an agreed value as per the agreement after completion of the service

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS**Proposals:**

1. Proposal should include the following information:

(a) Technical Proposals:

- (i) Technical Proposal Submission in Form F-1
- (ii) A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-2;
- (iii) Any comments or suggestions of the Consultant on the TOR
- (iv) A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment;
- (v) 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;
- (vi) Curriculum Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curriculum Vitae should be in Form F-5 and signed by the concerned personnel.
- (vii) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.

(b) Financial Proposals:

The financial proposal should include the following:

- (i) Financial Proposal submission: Priced Bill of Materials in online through CPP-portal, no hard copy of commercials should be attached or disclosed.

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:

To:

.....
.....
.....
.....
.....
(Name of Consultant)

.....
.....
.....
.....
.....
(Name of Client)

Sir:

Hiring of Consultancy Services for
Reference: RFP No. Your letter dated

We herewith enclose Technical Proposals for the above assignment

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

Yours faithfully,

Signature:

..... Name:

.....

Address:

.....

.....

.....
(Authorized representative)

FORM F – 2

**ASSIGNMENTSOFSIMILARNATURESUCCESSFULLYCOMPLETEDDURING
LAST THREE YEARS**

1. BriefdescriptionoftheFirm/Organization
2. Outlineofthe recentexperienceon assignmentsofsimilar nature:

Sl. N o	Name of assignme nt	Nameo f project	Client	Cost of assignment	Date of commenceme nt	Date of completio n	Was assignment satisfactoril y completed
1	2	3	4	5	6	7	8

[Note:PleaseattachcertificatesfromtheClientbywayofdocumentaryproof]

FORM F – 3

WORK PLAN TIME SCHEDULE

A. FieldStudy:

Sl. No.	Item	1 st	2 nd	Day-wiseProgram		3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
---------	------	-----------------	-----------------	-----------------	--	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	------------------

B. AshortNoteontheApproachandMethodologyoutliningvariousstepsforperformingthe Assignments

C. CompletionandsubmissionofReports
1 DraftFinalReport
2 Final Report

D. Comments/SuggestionsonTermsofReference

E. Commentsonthedata,servicesandfacilitiestobeprovidedbythe Client.

FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. **Technical/Managerial Staff**

Sl.No.	Name	Position	Task assignment

2. **Support Staff**

Sl.No.	Name	Position	Task assignment

FORMF - 5

**SUGGESTED FORMAT OF CURRICULAVIT
AE FOR MEMBERS OF CONSULTANT'S
TEAM**

1. Name:.....
2. Profession/
Present Designation:.....
3. Years with Firm/Organization:____ Nationality:
4. Area of Specialization:-----
5. Proposed Position on Team:.....
6. Key Qualifications:

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

(Under this heading, list all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:.....

Place.....

FORM F – 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

Priced Bill of Quantities should be uploaded online through CPP-portal, no hardcopy of commercials should be attached or disclosed.

Annexure 3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to

have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

- (i) The Consultant shall perform the services specified in Attachment A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall provide the personnel listed in Attachment B, “Consultant’s Personnel” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, “Consultant’s Reporting Obligations”.

2. Term:

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

4. Contract Administration:

A. Coordinator:

The Client designates Mr./Ms. As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. **Performance Standards:**

The Consultants undertake to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality:**

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged 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 or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultants shall maintain workers compensation, employment liability insurance for the staff on the assignment. The 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 Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such taxes as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

~~Disputes shall be settled by arbitration in accordance with the following provisions.~~

Selection of Arbitrators: Deleted As per govt circular LAW-LAC/198/2024 Dated 30/11/2024.

For the Client

Signed by:

Name and designation

Date:

Place

For the Consultants

Signed by:

Name and designation

Date:

Place:

List of Attachments to the Contract:

Attachment A:

Description of Services Attachment

Attachment B: Consultants Personnel

Attachment C: Consultant's reporting Obligations

Appendix F: Form of Bank Guarantee
(Reference Clause 6.4, 7.b GC of Contract)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: _____

Bank

Guarantee:

Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression 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 "Consultants" which expression 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 Consultants, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")
(scope of work)

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

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultants to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultants. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultants or any dispute pending before any Court, Tribunal or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable 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 Consultants. 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 forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultants 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 acts 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 Consultants and notwithstanding any security or other guarantee that the Client may have in relation to the Consultants liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of
Attorney No. _____
Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from Indian Nationalized Bank