

KARNATAKA



GOVERNMENT

DEPARTMENT OF PUBLIC INSTRUCTION

***EVALUATION OF MID-DAY
MEALS PROGRAMME IN
KARNATAKA***

Proposal

OFFICE OF THE JOINT DIRECTOR (MID DAY MEALS), OPPOSITE CAUVERI BHAVAN,
K.G. ROAD, BANGALORE - 560 002.

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TENDER NOTIFICATION
TENDER FOR THE EVALUATION OF MID-DAY MEALS PROGRAMME
Through e procurement portal <https://eproc.karnataka.gov.in>

DATE OF TENDER NOTIFICATION : 01.12.2011

PRE-BID MEETING DATED : 07.12.2011 @ 11.45hrs

LAST DATE AND TIME FOR RECEIPT
OF REQUEST FOR PROPOSAL : 21.12.2011 @ 17.00hrs

TIME AND DATE OF OPENING
OF TECHNICAL BID : 24.12.2011 @ 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 : Office of the Joint Director(MMS) of Public Instruction,
K.G. Road, Bangalore-02
E-mail : jd_mms@yahoo.co.in

OFFICE OF THE JOINT DIRECTOR (MID DAY MEALS) K.G..ROAD, BANGALORE-2.

Invitation for "Expression of Interest" for Consultancy Services for Evaluation of MID-DAY MEALS Programme 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 Mid-day Meals. The Bidder has to submit the proposal along with EMD of **Rs. 1,00,000-00 (Rs.One Lakh Only)** in eprocurement portal by the following modes.

1. CREDIT CARD
2. DIRECT DEBIT
3. NEFT
4. OVER THE COUNTER

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 average during 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 On every working Saturday except Second Saturday in MS Building, Gate No.2, Training room No.1, Timings : I Batch 10:30 Am and II Batch 2:30 PM. For any assistance on e-Procurement portal contact 080-25501216, 25501227

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 11.45 hrs.**

(3) Tenderer has to submit the Bid through eprocurement portal only before 21-12-2011 within 17:00 Hrs. The technical proposal will be opened on **24-12-2011 at 11.00 hrs.**

For further details contact : Office of the Joint Director(MMS) of Public Instruction, K.G. Road, Bangalore-

02

Telephone Ph :22242943,

Sd/-

Joint Director,

Mid day meal scheme

TENDER NOTIFICATION FOR EVALUATION OF MID-DAY MEALS SCHEME

1. Department of Public Instruction, Government of Karnataka hereby invites to submit a technical and financial proposal for consultancy services required for Evaluation of Mid-day Meals 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 Mid-day Meals Scheme:
 - To increase the admissions and attendance of the school children.
 - To avoid children from leaving the school in the middle of the academic year.
 - To improve the health of the school children by increasing their nutrition level.
 - To improve the learning level of children.
 - To develop equality and inculcate national integration among children.
3. The following documents are enclosed to enable the bidder/consultant to submit your proposal:
 - (a) Terms of reference (TOR);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae; and
 - (c) A sample format of the contract for consultants services under which the service will be performed.
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 **24-12-2011 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 Joint Director of Public Instruction**
 - 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 department website, <http://www.schooleducation.kar.nic.in>,
- (C) The Financial Proposal of those bidders who are technically qualified only will be opened.
- (d) Negotiations with the successful bidder, if required will be held as per the KTTP, 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.
12. Please note that The Commissioner for Public Instruction, New Public Offices, N.T.Road, Bangalore is at full liberty to reject the request for proposal (RFP) without assigning any reason whatsoever. Further, as quality is the principal selection criteria, 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 has offered lowest price.
- i. **The Successful Bidder has to enter into agreement with Joint Director Midday Meals and has to furnish Performance Security in the form of Bank Guarantee equal to 5% of the contract value.**
13. Joint Director is at liberty to reject a proposal for award if he determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
14. Consultants shall not be under declaration of illegibility for corrupt and fraudulent practice issued by any clients in India.
15. 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.
16. The cost of preparing a proposal and of negotiating a contract including visits to client office, if any is not reimbursable as a direct cost of the assignment.
17. 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.
18. Assuming that the contract can be satisfactorily concluded by end of February 2012, bidder/consultant is expected to take-up / commences the work immediately.
19. 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>**

Joint Director (MMS),
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 Joint Director(MMS) of Public Instruction, K.G. Road, Bangalore-02 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.

(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, **Joint Director (Mid day meals)** 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 SUTDY TO EVALUATE MID DAY MEALS PROGRAMME IN
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 hot cooked meals under Mid Day Meal programme from 1 to 10th std, the programme is intended to achieve universal enrolment, retention and ensure ten years of quality education to all children.
- 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 and Centre has further enhanced.
- 1.3 In this context, the supply of hot cooked meals to children studying in Government and aided schools have become one of the major functions of the Education Department. This is to enhance the confidence and courage besides reducing dropout rate among children. The scheme is introduced from the academic year 2002-03. The unit cost of each meal per child from 1 to 5th std is Rs.2.69 and 6 to 8th std is Rs.4.03, and 9 to 10th children it is Rs.5.43 extended to 67.00 lakh children.
- 1.4 The Mid-Day Meal scheme is considered as an ongoing programme.

Emergence and foot steps of the programme :-

Under Midday Meals Scheme 3 kilograms of rice per month for each child was given in all Government and Aided schools until 2002.03. Then Akshara Dasoha Programme was started during the year 2002-03 in seven districts of north eastern parts of Karnataka which were identified as educationally and economically most backward areas. Under this programme children who were studying in 1-5th standards in Government primary schools were served hot cooked midday meals.

- During 2003-04 this programme of Midday Meals was extended to the remaining 20 districts.
- This programme was further extended to Government Aided primary schools from 01-09-2004.
- Further it was extended to all Government and Aided primary school children of 6th & 7th standards from 01-10-2004.
- The same programme was further extended to all Government and aided High schools from 2007-08.
- This same programme was further extended even to Madarasas, Alternative Innovative Education(AIE) centres and also to labour schools from 2009-10.

Objectives of the programme :-

- To increase the admissions and attendance of the school children.
 - To avoid children from leaving the school in the middle of the academic year.
 - To improve the health of the school children by increasing their nutrition level.
 - To improve the learning level of children.
 - To develop equality and inculcate national integration among children.
- 1.5 Already two evaluation studies on the programme have been conducted during 2003-04 by University of Agriculture Sciences of Dharwad and during 2009-10 by Price Waterhouse Coopers Pvt., Ltd.,

There is a need of conducting fresh evaluation study about the implementation of the programme by an external agency for 2010-11 under different aspects.

- 1.6 Broad Objectives of the Programme:
- ✚ To help the school children to attend the school regularly.
 - ✚ To help them to increase their learning capacities.
 - ✚ To avoid dropouts at the primary & secondary level.
 - ✚ To improve their physical health by providing required nutrition through hot cooked meals along with nutritional tablets.

Implementation of the Programme:

- ✚ The programme is implemented under the leadership The Commissioner for Public Instruction, Bangalore and Joint Director(MMS) at state level through the Chief Executive Officers of Zilla Panchayat at district level, and Executive Officers of Taluk Panchayat at Taluk level and through SDMCs at schools level. Education Officers Akshara Dasoha at district level and Assistant Directors at Taluk level are made responsible for the effective implementation of the programme.
- ✚ Main responsibility to ensure timely distribution of quality food is entrusted to District and Block administration and SDMCs at school levels.
- ✚ The responsibility of identifying the beneficiaries and to ensure continuous supply of food is entrusted to the respective head of the institutions.
- ✚ 100 NGOs are also involved in preparing and distribution of hot cooked meals in selected districts.

Expected Outcomes:

Critically review the existing Evaluation reports and analyze the secondary data.

- Critically examine the processes (in various stages) and their effectiveness to evaluate the actual implementation of the scheme
- To analyze all types of leakages in terms of food materials, gas, and funds in terms of purchase of contingency materials .
- To analyze the time spent by the school teachers and headmasters during school hours and identify the interface with educational attainment of the children and curriculum development.

- To conduct comparative study of Akshara Dasoha programme with Akshara Dasoha programme conducted by the leading NGO's (for example Akshya patra, Adhamya Chetana, Kannada Kasturi Kala Sangha etc) regarding quantity/quality of food, taste of food, nutritional value, cost of food, preparation, and distribution.
- To find out the representation of SC/ST cooks in the program and to know the caste dimensions in preparation of food.
- To know the status of availability of space for safe storage and Kitchen
- To analyze is there any supplementary fortification (eg.vitamin-A supplementary, de-worming tablets given) provided by the scheme
- To analyze is there any health cards issued in the scheme
- To analyze is there any local contributions or initiatives in terms of providing vegetables etc.
- To evaluate the impact of the scheme with respect to Enrolment, Attendance, drop out and learning achievement of the children in 1 to 10th std.
- To evaluate the impact of the scheme with respect to the children (both boys and girls) enrolled in 1 to 10th standard and their learning achievement, who fall in these categories-below, the poverty line, (SC/ST, weaker section and minority community).
- To evaluate the impact of this programme on the learning achievement of the students.
- To find regional variations in quality, delivery, process and outcome parameters
- To analyse the shortcomings in the flow of funds.
- To suggest concrete suggestions for improvement of the scheme.

Suggested Study Design

- The sample for the study should be based on representative coverage of all Government & Aided schools of the State (Boys and Girls separately).
- The year of reference for this study would be 2010-11 and concurrent study for the year 2011-12.
- Sample size:
 - ✓ 1% of covered schools i.e., Schools with 1 to 10th standard
 - ✓ 1% of 67 lakhs i.e., 67000 children. On an average in each block & random sample at school comes to 10 children.
 - ✓ Sample test to be conducted at least in 30 schools in each districts. At least 10 children to be taken for study from each school.
 - ✓ All the district to be covered. Criteria to select Taluks in each district is – urban / rural schools, some weightage to be given to SC/ST dominated areas- example: Kolar & Chamarajnagar.

No.of Schools as per 2010-11 DISE(Data Information of School Education

Schools		Govt	Aided	Govt.+Local Bodies
Primary		23121	239	23360
	1%	231	2	233
Upper Primary Schools		22407	2272	24679
	1%	224	22	246
High Schools		4521	3513	8034
	1%	45	35	80
AIE Centres				253
Madrasas				58

- Total No.of Beneficiaries: 65.12 lakhs, 1% of 65 lakhs is 65000
- No.of Schools – 15 schools x 31 districts = 465 schools
- No.of children – 465 x 10 = 4650

Differentials:

- Analysis by
- 1) Sex,
 - 2) Social class viz., SC/ST/OBC/Others.
 - 3) North East Karnataka / Other than North East Karnataka.
 - 4) School criteria – Government and Aided separately
 Primary (1 to 5th, 6 to 7th, 8th) & High School(9th to 10th)
 Urban and Rural

Particulars	2009-10			2010-11			2011-12			Size of Sample
	Girls	Boys	Total	Girls	Boys	Total	Girls	Boys	Total	
No. of Eligible children										
No of Schools										

Proportion:

1. Sample : Government / Aided; 1 to 10th standard in Schools (1 to 7th std, 8 to 10th std-
 Kannada Medium, Urdu Medium, English & Marati Medium.
2. Analysis : Northern Maidan Districts / Blocks
 Southern Maidan Districts / Blocks
 Hilly Areas Districts / Blocks
 Coastal Region Districts / Blocks

Secondary Analysis of Transition rate in Sample Schools:

Year	1 to 5 th Enrollment	6 to 8 th	9 to 10 Enrollment
2009-10			
2010-11			
2011-12			

Particulars	2009-10	2010-11	2011-12
Overall Average Attendance in School			
Head Count Attendance			

Eligibility Criteria:

- All children studying in 1 to 10th standard in Government and Aided schools.
- All children studying in Madrasas, Alternative Innovative Education centres and labour schools.

Time Frame/Sourcing Out:

The study is proposed to be outsourced. Identified external agency organizes field data collection and prepares final report. The study is expected to be completed within Two months (Sixty Days) from the date of signing the MOU by the agency. Time scheduling may be obtained from the selected to the proposed study.

The Support / Inputs provided by the Client:

The JDPI(MMS), Office of the Joint Director(MMS) provides technical 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 – Chairman
- b. Special Officer – Evaluation Division Planning, Programme Monitoring and Statistics Dept., Government of Karnataka, Bangalore.
- c. DPI Primary – Member
- d. DPI Secondary – Member.
- e. JDPI, MMS, Bangalore - Member Secretary cum Nodal Officer
- f. DDPI (Planning) – Member.
- g. SADPI, Planning – Member.

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 indicators 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.
- ❖ 30 % of the total agreed amount-on submission of draft report.
- ❖ 40 % of the total agreed amount-on submission of the final report.

- ✚ 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 time, 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 duly attached.
- ✚ The proposal should be submitted in two parts i.e., Technical and Financial.
- ✚ Recent Income Tax returns statement of the researcher should be duly 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 over 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.

Terms and Conditions:

- ✚ Agency should have research experience of longer duration and should be well versed with Karnataka State Economy.
- ✚ Soft copy of questionnaire and excel data to be submitted (this condition should be put in MOU).
- ✚ Case study to be based on only field level factuals.

Joint Director(MMS)

DATA SHEET

SI.No	District	Enrolment				Attendance				Beneficiaries			
		1 to 5	6 to 8	9 to 10	Total	1 to 5	6 to 8	9 to 10	Total	1 to 5	6 to 8	9 to 10	Total
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Bangalore Urban	202944	130899	75655	409498	185560	118858	71502	375920	176267	110054	59073	345394
2	Chitradurga	116902	70690	45339	232931	113027	65117	44604	222748	112250	67672	43332	223254
3	Davanagere	124646	71305	46421	242372	114963	65486	43074	223523	109431	64123	36378	209932
4	Shimoga	93909	61668	41254	196831	90945	60286	41084	192315	90450	60632	39207	190289
5	Bangalore Rural	43755	28845	20689	93289	42420	28202	20605	91227	44421	28845	20630	93896
6	Ramnagar	53847	28398	24255	106500	51669	32367	22872	106908	53591	28398	22580	104569
7	Kolar	82351	48320	34185	164856	79406	46952	33878	160236	82903	48320	33438	164661
8	Chikkaballapura	70476	42732	30666	143874	67632	41195	30172	138999	70701	42732	30007	143440
9	Tumkur	141447	117971	79765	339183	136596	114557	79193	330346	140801	117971	78449	337221
10	Mysore	134779	115460	58406	308645	126629	108016	55894	290539	129377	107315	44809	281501
11	Mandya	87352	55638	39962	182952	84112	53809	39498	177419	87141	55524	38729	181394
12	Chamrajnagar	54346	31144	18993	104483	39667	23577	14386	77630	39818	23816	13956	77590
13	Kodagu	27504	18377	12718	58599	26596	17936	12642	57174	25922	17455	11669	55046
14	Hassan	89923	60052	43861	193836	87140	58722	43601	189463	89320	60736	41596	191652
15	Chikkamagalur	63723	44792	26798	135313	61472	42487	26411	130370	63381	41699	23818	128898
16	Dakshina Kannada	114949	74520	51042	240511	109653	71210	50099	230962	112609	71802	46624	231035
17	Udupi	57078	37423	26644	121145	54689	36274	26445	117408	56123	37197	25280	118600
18	Dharwad	108338	64251	37868	210457	99563	59919	36038	195520	97468	58962	33067	189497
19	Uttara Kannada	94885	58610	37639	191134	89517	55617	36620	181754	87143	54752	33195	175090

20	Haveri	116655	111128	42004	269787	108962	106940	41101	257003	111779	110689	40225	262693
21	Gadag	81412	44146	28582	154140	75594	41752	27880	145226	71879	39827	24421	136127
22	Belgaum	358602	199259	133103	690964	325629	182828	124958	633415	322791	182380	118190	623361
23	Bagalkote	148999	70745	42378	262122	136226	66399	40418	243043	135520	66628	38444	240592
24	Bijapur	225159	95254	52548	372961	196491	83909	47141	327541	201644	86858	46255	334757
25	Bidar	175317	74750	43504	293571	141649	62009	38608	242266	145866	62439	36832	245137
26	Bellary	200973	99951	46919	347843	187390	92342	44713	324445	171474	81358	37538	290370
27	Gulbarga	206342	113452	65915	385709	188959	105592	59469	354020	187462	109057	51472	347991
28	Koppal	123184	56036	29966	209186	106991	49773	27067	183831	106036	49700	23794	179530
29	Raichur	166652	58403	29968	255023	136134	49237	25940	211311	139744	50223	24720	214687
30	Yadgir	91657	60403	44803	196863	88775	59001	44535	192311	91211	60403	42906	194520
Total		3658106	2144622	1311850	7114578	3354056	2000369	1250448	6604873	3354523	1997567	1160634	6512724

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.
- p) GOI means Government of India.

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 fulfil 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 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 incurrent 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 FORM F-5 ("Consultants" Sub-consultants" Key Personnel") merely by 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 FORM F-5. 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 FORM F-5 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 FORM F-5 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 FORM F-5 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 FORM F-5.
- 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 FORM F-5 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 FORM F-5. 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 referred 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 pertains 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

1.1(h) The Member in-charge is Joint Director (MMS)

1.2 The addresses are:

Client:

Attention : Joint Director (MMS)
Cable address :
Telex : 080-22246975
E-mail : jd_mms@yahoo.co.in

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 completio-n</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: _____

Cost Estimate of Services

Remuneration of Staff

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

Out-of-Pocket Expenses:

a) Per Diem: ¹	Room	Subsistence	Total	Days	
		<u>Cost</u>	_____	_____	_____
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 _____ days/months, 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. 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.
 12. 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.
 13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
 14. 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.
 15. 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.
 16. The consultant agrees that the assignment will be completed within 60 days from the date of signing the contract.
 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)