

Tender for Project Management Consultancy for Construction of Building works for MNIT Jaipur Campus, Jaipur, Rajasthan (India)

Request for Proposal



Malaviya National Institute of Technology Jaipur

Jawahar Lal Nehru Marg, Jaipur – 302 017, Rajasthan

Ph.: +91-0141-2529078 Fax :- + 91-0141-2529029

Web Site: www.mnit.ac.in

Tender for

Project Management Consultancy for Construction of Building works for

MNIT Campus, Jaipur, Rajasthan (India)

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LETTER OF INVITATION

SECTION – 1

No. F 8 ()/MNIT/E/2008-09

Dated:_____

LETTER OF INVITATION (LOI)

To,

.....
.....
.....

Sub: Consultancy Services - Project Management Consultancy for Construction of Building Works for MNIT Jaipur, Rajasthan (India).

Sir,

1. Malaviya National Institute of Technology Jaipur invites proposal from the experienced consultants for rendering consultancy services for Project Management Consultancy for execution of construction works for MNIT Jaipur, Jaipur Rajasthan.
2. A firm will be selected under Cost Based Selection (CBS) and procedures described in this Request for Proposal (RFP) in various sections.
3. Separate Technical and Financial bids as per Information to Consultants and other sections of RFP are to be submitted by the consultants with their offer.
4. The complete RFP document may be obtained from the address for communication given below from **05.08.2008** to **20.08.2008** on any working day between 10:00 hrs and 15:00 hrs on payment of non-refundable document fee of Rs. 5,000/- in the form of Demand Draft favouring “The Registrar, Malaviya National Institute of Technology Jaipur” payable at Jaipur. If the document is required by post/courier, an additional sum of Rs. 200/- (for postage in India) should be sent along with the Demand Draft. However, it is not the responsibility of MNIT for delay on account of post/courier.
5. The submission of the proposal shall be made on the Bid Document purchased from MNIT, Jaipur and as well as the document downloaded from the MNIT’s Web Site **www.mnit.ac.in** with the cost of the document in the same manner as mentioned above.

The amendments/ clarifications to the Bid document will be communicated individually to the bidder and will also be available on the above website.

The last date for submission of the RFP Documents is **25.08.2008** up to **12:00** Hrs (IST). The bids would be opened on **25.08.2008** at **15:00** Hrs. in the presence of the representatives of the bidders if any.

The proposal, or any queries or clarification on the RFP document, shall be submitted on the following address:

The Director,
Malaviya National Institute of Technology Jaipur
J. L. N. Marg
Malaviya Nagar
Jaipur, Rajasthan– 302 017
Ph.: +91-0141-2529078, 2713504
Fax :- +91 141 2529029
Web Site: <http://www.mnit.ac.in>

Malaviya National Institute of Technology Jaipur

Malaviya National Institute of Technology, Jaipur

**INFORMATION TO CONSULTANTS
AND
DATA SHEET**

INFORMATION TO CONSULTANTS

2.1. INTRODUCTION

Definitions

- a) “Client” means Malaviya National Institute of Technology Jaipur.
- b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) “Day” means calendar day.
- f) “Government” means the Government of India.
- g) “Instruction to Consultants” (Section 2 of the RFP) means the document, which provides Consultants with all information needed to prepare their Proposals.
- h) “LOI” (Section 1 of the RFP) means the Letter of Invitations being sent by the Client to the Consultants.
- i) “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
- j) “Proposal” means the Technical Proposal and the Financial Proposal.
- k) “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
- l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

Malaviya National Institute of Technology Jaipur, hereinafter mentioned as MNIT is the nodal agency, undertaking the task of developing technical education and technical education related infrastructure activities, maintaining and upgrading techno-commercial strength of India as a nation.

The Project consists of Project Management Consultancy for construction of following buildings:

Sr. No.	Name of work	Estimated cost Rs. In lac	Time limit
1.	Construction of Boys Hostel for 1000 capacity but likely to be increased to 2000	1500	12 Months
2.	Construction of Girls Hostel for 400 student capacity but likely to be increased to 800	800	12 Months
3.	Construction of Shopping cum Amenities Complex	400	12 Months
4.	Construction of Lecture Hall Complex	200	09 Months
5.	Renovation of Institute Main Gate	50	06 Months
The items included above are liable to variation including enlargement or diminution or deletion by the Institute.			

2.1.1 A brief description of the Assignment and its objectives are given in the enclosed Data Sheet and the Terms of Reference.

2.1.2 The client named in the “Data Sheet” will select a firm from, in accordance with the method of selection indicated in the data sheet.

2.1.3 The consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for selection, contract negotiations and ultimately signing of a contract with the selected firm.

2.1.4 To obtain first hand information of the Assignments and on the local conditions, consultants are encouraged to pay a visit to The MNIT campus site before submitting a proposal. Consultants must familiarize themselves with the services of building and take them into account in preparing the proposal.

2.1.5 Please note that the Client is not bound to accept any or all of the proposals submitted.

2.1.6 Costs of preparing the proposal and of negotiating the contract, including visits to the Client and the project area shall not be reimbursed.

2.1.7 The proposals must be properly signed as detailed below:

- i. *by the proprietor in case of a proprietary firm.*
- ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).*
- iii. *by a duly authorised person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).*

2.1.8 The project requires that consultants provide professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.1.9 It is the MNIT's policy that the consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the MNIT;

a) defines, for the purposes of this provision, the terms set forth below:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the selection process or in contract execution; and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Client of the benefits of free and open competition.

b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c) Will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, a contract.

2.1.10 Any document after stipulated time and date will not be accepted.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.

2.2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than 10 days before the proposal submission date. Any request for clarification in writing or by telefax must be sent to the Client's

2.2.3 Address indicated in the Data Sheet. The Client will respond by cable, telefax to such requests and copies of the response will be sent to all invited Consultants.

2.2.4 At any time before the submission of proposals, the client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment will be notified in writing or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

Eligibility Criteria :

- i. Should be working as Project Management Consultant to Govt./Semi Govt. organization or MNC's for a period not less than 5 years.
- ii. Average annual turnover of last 3 years, for the similar works shall not be less than Rs. 1.0 crores.
- iii. Shall have experience of working as PMC for single similar work like Buildings etc. building work costing not less than Rs. 10.0 crores.
- iv. Should submit the certificates showing their satisfactory performance for at least five similar works completed already.
- v. Offer should be submitted with earnest money in the form of D. D. of amounting rupees equal to 0.10 % of the estimated project cost i.e., Rs. 30.00 crore. Demand Draft should be drawn in favour of Registrar, MNIT Jaipur and payable at Jaipur.

2.3 PREPARATION OF PROPOSAL

Consultants are requested to submit the **Technical and a Financial proposal separately in two envelopes**. The proposal shall be written in English language.

2.3.1 Technical Proposal

- i). In Preparing the Technical Proposal, consultants are expected to examine all terms and instructions included in the Documents. Failure to provide requested information will be at their own risk and may result in rejection of their proposal.
- ii). During preparation of the **Technical Proposal** consultants must give particular attention to the following:
 - a) Majority of the key professional staff proposed may preferably be employees of the firm, unless otherwise indicated in the Data Sheet.
 - b) No alternative to key professional staff may be proposed and only one C.V. may be submitted for each position;

- c) Proposed professional staff must, as a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- d) All reports must be in English Language.

2.3.2 The Technical Proposal shall include but be not limited to the following:

- i. Firm's Organisation Structure and Relevant Experience (including details of previous experience and project sheets).
- ii. Any comments or suggestions on the TOR and on the data.
- iii. Description of Methodology and work plan for performing the assignment.
- iv. Details of equipments (if any), and software proposed to be used for the assignment;
- v. The composition of the proposed Team and Task Assignment to Individual Members: The general description of qualifications, experience and tasks to be performed by the various experts in the format given in **Section - 3 Technical Proposal (3-E)**. The tasks to be assigned to each member of the proposed team should conform to tasks expected to be performed.
- vi. Curriculum Vitae (C.V.) recently signed in blue ink on each page by the proposed key professional staff and also an authorised official of the Firm. The key information shall be as per the format given in **Section - 3 Technical Proposal (3-G)**
- vii. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing.
- viii. Estimates of the total staff effort (Professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.
- ix. Any additional information requested in data sheet.

2.3.3. The Technical Proposal must not include any financial information.

2.3.4 Financial Proposal

- I. The financial proposal should include all costs associated with the assignment. The financial proposal shall be furnished for key personnel, supporting staff, transportation, equipment, vehicles, supplies, communication facilities etc. commensurate with the work requirement. Office space will be provided by MNIT. The format for the financial proposal is given in **Section-4**. The contract shall be finalised on lump sum basis. However, the details furnished in Section-4 will form the basis of evaluation and comparison of the financial bid.

- II. The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks required to be carried out in order to meet the objectives.
- III. The financial proposal shall include all the tax liability except service tax, if any, which must be indicated separately in the financial bid.
- IV. Costs shall be expressed in Indian Rupees. All payments shall also be made in Indian Rupees by the Client.
- V. Payment for the consultancy services shall be made on monthly basis.
- VI. Tenderer should quote in figures as well as in words rates tendered. The amount for each item should be worked out and requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total; amount shall be written both in figures and in words.
 - a) where there is a discrepancy between the amounts in figure and in words for any amount, the amount in words shall prevail.
 - b) where there is a discrepancy between the total bid amount and the sum of total cost, the sum of total cost shall prevail and total bid amount will be corrected.

2.4 SUBMISSION OF PROPOSALS

2.4.1 Consultants must submit one original proposal as indicated in the Data Sheet. Proposal will be sealed in an outer envelope, which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE

- i. This outer envelope will contain two separate envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'.
 - ii. The **Technical and Financial Proposal** must be prepared in indelible ink and must be signed by the authorised representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. The person or persons signing the proposal must initial all pages of the technical and financial proposals.
- 2.4.2 There should be no overwriting or cutting in the proposal submitted by the Consultant. The overwriting or cutting if any should be properly initialed by the authorized representative of the company. It should preferably bear the stamp of the company.
- 2.4.3 The completed **technical and financial proposal** must be delivered on or before the time and date stated in the Data Sheet.

2.4.4 The proposal must be valid for the number of days stated in the Data Sheet from the closing date during which you must maintain available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

2.4.5 The bids should be submitted in hard bound form with page numbering and index. Any additional information shall also be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc would be rejected.

2.5 PROPOSAL EVALUATION

A two-stage procedure will be adopted in evaluating the proposals: (i) a technical evaluation, which will be carried out prior to opening any **Financial Proposal**; (ii) The **Technical Proposal** should score at least **80 points** out of **100** to be considered for financial evaluation.

2.5.1 Evaluation of Technical Proposal

The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the *Data Sheet*. Each responsive proposal will be attributed a technical score (St.).

2.5.2 Opening and Evaluation of Financial Proposals; Ranking

- i) After the evaluation of technical proposal is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the final selection process. The client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, facsimile, and electronic mail or by courier.
- ii) The Financial Proposals shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, and the proposed prices shall be read loudly and recorded when the Financial Proposals are opened. The client shall prepare minutes of opening.
- iii) 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) and correct any computational errors.
- iv) The consultants qualified in the technical proposals and who quote the lowest in the Financial Proposals (Fm) will be called for negotiations.

2.6 NEGOTIATIONS

- 2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach an agreement on all points and sign a contract.
- 2.6.2 Negotiations will commence with discussion of the **Technical Proposal**, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the TOR. Agreement must then be reached on the final TOR, the staffing, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization.
- 2.6.3 The Financial Negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 2.6.4 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of this staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available.
- 2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract. Consultant will submit an affidavit of making the entire key professional mentioned in the bid available for the contract.

2.7 AWARD OF CONTRACT

- 2.7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.
- 2.7.2 The firm is expected to commence the Assignment within 15 days after signing the Agreement on the date and at the location specified in the Data Sheet.

2.8 CONFIDENTIALITY

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

DATA SHEET
INFORMATION TO CONSULTANTS

Reference

3.1 The name of the Client is: Malaviya National Institute of Technology, Jaipur.

3.2 The method of selection is: Cost Based Selection (CBS)

3.3 A Technical and Financial Proposals are requested: Yes

3.4 The name, objectives and description of the Assignment are:

“Project Management Consultancy for Execution of building work for MNIT Campus”.

3.5 Objectives and description of the Assignment: The main objective of this assignment is implementation and supervision of Project Management Consultancy for Execution of work for MNIT Campus. The detailed description of services is mentioned in the Terms of Reference. The main objective of the assignment is to achieve high quality construction ensuring works to be carried out in full compliance of design, specifications and other stipulations of the civil contract documents within the specified time demonstrating the efficiency of supervision by external agency and promoting technology transfer as detailed in the Term of reference.

3.6 The name and address of the Official:

The Director,
Malaviya National Institute of Technology Jaipur
J. L. N. Marg, Malaviya Nagar
Jaipur - 302017, Rajasthan, India
Ph.: +91-0141-2529078, 2713201, 2713202
Fax :- +91 141 2529029
Web Site: <http://www.mnit.ac.in>

3.7 The Client will provide the following inputs :

Project Report including design and drawing and relevant data collected by design consultants.

3.8 Proposal must remain valid 90 days after the submission date

3.9 Clarification may be requested 5 days prior to submission date:

The address for requesting clarification are as given in para 3.3 above.

3.10 Proposal should be submitted in English.

3.11 The consultants to state costs in Indian Rupees.

3.12 Consultants must submit:

Technical Proposal: One original only

Financial Proposal: One original only

3.12 The proposal submission is to:

The Director,
Malaviya National Institute of Technology Jaipur
J. L. N. Marg, Malaviya Nagar
Jaipur - 302017, Rajasthan, India
Ph.: +91-0141-2529078, 2713201, 2713202, Fax :- +91 141 2529029

The information on the outer envelope should also include:

PROPOSALS FOR CONSULTANCY SERVICES FOR SUPERVISION OF “Project Management Consultancy for Construction of Building Works for MNIT Campus”.

3.13 Proposals must be submitted not later than the following date and time: 20.06.2008, 12:00 hrs.

3.14 The address to send information to the client is as given in para 3.3 above.

4. The Points Given to Evaluation Criteria are:

4.1 Evaluation Criteria for Technical Proposal

S.N.	Description	Points
I	Consultant’s relevant experience in supervision of Construction/improvements of building services and construction project management.	20
II	The Approach and methodology proposed including Work Plan	5
III	Infrastructure support like equipments, software’s etc	5
V	Qualification and Experience of the Proposed Key Personnel	70
Total		100

The technical proposal should score at least 80 points out of 100 to be considered for financial evaluation. Financial proposals of the firms securing less than 80 points in technical evaluation shall not be opened.

4.2 The single currency for price is: Indian Rupees

4.3 The address for negotiation is:

The Director,
Malaviya National Institute of Technology Jaipur
J. L. N. Marg, Malaviya Nagar, Jaipur - 302017, Rajasthan, India
Ph.: +91-0141-2529078, 2713201, 2713202 , Fax :- +91 141 2529029

Sincerely,
Director,

Malaviya National Institute of Technology Jaipur

TECHNICAL PROPOSAL

SECTION - 3

TECHNICAL PROPOSAL (STANDARD FORMS)

3A - TECHNICAL PROPOSAL SUBMISSION FORM

FROM: TO:

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Sir:

Sub: Consultancy Services - Project Management Consultancy for Construction of Building works for MNIT Campus, Jaipur, Rajasthan (India).

Regarding Technical Proposal

I/We _____ Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for Project Management Consultancy for Execution of work for MNIT Campus, Jaipur, Rajasthan (India).

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

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

We remain,

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

3B - FIRM'S REFERENCES

**Relevant Services Carried out in the Last
Five Years That Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity was legally contracted.

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff – Months, duration of assignments
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in Indian Rupees) :
Name of Associated Consultants, if any :		No. of months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of Actual Services Provided by your Staff: (Consultancy for implementation and supervision of operations and maintenance works).		

- *Certificates from Employer should be attached in support of the experience.*
- *If more than ten works are submitted then only first ten works will be evaluated.*

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

On the Terms of Reference:

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

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

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

Malaviya National Institute of Technology Jaipur

CONSULTING FIRM's NAME:

**3D – DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

3G - FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with Firm/Entity: Nationality:
7. Membership in Professional Societies:
8. Detailed Tasks Assigned:

9. **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]

10. **Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained and documentary evidence of age proof.]

11. **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, Source of funding for the projects handled, types of activities performed and client reference, where appropriate.]

12. **Languages:**

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

13. **Undertaking:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further I certify that I am available for the assignment and shall be willing to work for MNIT for the entire duration of the position. I have

also not left any MNIT project (completed/ongoing) with out its approval and have not been debarred by MNIT in past.

_____ **Date:** _____

(Signature of staff member and authorized representative of the firm) Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Note :

- 1. The CV shall be signed by both, the person and the Authorized Representative of the firm in original.**
- 2. Unsigned CVs are liable to be rejected.**

Financial Proposal

SECTION - 4

FINANCIAL PROPOSAL (STANDARD FORMS)

4A - FINANCIAL PROPOSAL

FROM:

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To:

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Sir:

Subject: Consultancy Services - Project Management Consultancy for Construction of Buildings work for MNIT Campus, Jaipur, Rajasthan (India).

Regarding Financial Proposal

I/We _____ Consultant/ Consultancy firm herewith enclose Financial Proposal for selection of my/our firm/organization as Consultant for Project Management Consultancy for Execution of work for MNIT Campus, Jaipur, Rajasthan (India).

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

4B - Consultancy Services - Project Management Consultancy for Construction of Buildings work for MNIT Campus, Jaipur, Rajasthan (India).

Local Currency Cost Estimates

A. Remuneration (Expressed in Rupees)

Name	Title	Estimated Number of Manmonth Inputs	Monthly Rate	Estimated Amount
(a) Key Professional Staff				
1. Name	Team Leader			
2. Name	Resident Engineer (civil)* – 2 Nos.			
3. Name	Site Engineer (Electrical)* – 2 Nos.			
4. Name	Site Engineer (Civil)* – 3 Nos.			
	Field Service Total per month			

In words: (.....) Per Month.

**Note: Number of persons required at a time will be decided by the Institute based on the number of projects in hand and payment shall be made proportionately.*

4C - Project Management Consultancy for Execution of work for MNIT Campus, Jaipur, Rajasthan (India).

Miscellaneous Expenses (expressed in Indian rupees)

S.No.	Description	Unit	Quantity	Unit Rate	Total
1.	Office equipment, consumable i.e. stationery for reports production.	Lump sum/month	12 Months		
2.	Communications	Lump sum/month	12 Months		
3.					
4.					

Total in words: (Rupees _____) per month

Total financial Quote for a month in words: (Rupees _____) per month

Total financial Quote for 14 months in words: (Rupees _____)

NOTE

- I. The man months rate should be inclusive of income tax / withholding tax / personnel tax
- II. The man months input as mentioned in TOR are indicative these would be mobilized as per the requirement of site and shall be reimbursed as per actual input.
- III. Service tax payable in India as applicable at the time of payment shall be reimbursed.

Terms of Reference (TOR)

SECTION – 5

TERMS OF REFERENCE

Consultancy Services - Project Management Consultancy for Construction of Building works for MNIT Campus, Jaipur, Rajasthan (India).

TERMS OF REFERENCE (TOR)

5.1 Background of project - General Introduction

- I. MNIT institute building is situated on Jawahar Lal Marg, in Malaviya Nagar Jaipur - 302017, Rajasthan, India.
- II. **Malaviya National Institute of Technology Jaipur** hereinafter mentioned as MNIT is the nodal agency, undertaking the task of developing technical education and technical education related infrastructure activities, maintaining and upgrading techno-commercial strength of India as a nation.
- III. **Malaviya National Institute of Technology Jaipur** is keen to develop the campus site.
- IV. You are hereby invited to submit the proposal for the construction project management consultancy for development of facilities mentioned in the document.
- V. **LOCATION :**
- VI. The MNIT campus site is located on Jawahar Lal Marg, in Malaviya Nagar Jaipur - 302017, Rajasthan, India. Jaipur, is also known as Pink City. It is among major urban centers and connected to other major urban centers of India by Air, Rail as well as Roads.
- VII. **CLIMATE :**

The climate is semi-arid type. The mean maximum temperature during summer is around 45⁰ C and the mean minimum is around 15⁰ C. There is a high diurnal range owing to green vegetation on the site and relatively lower elevation than the surrounding region. The wind velocity during summer is about 4-7 kmph and during winter is about 2-4 kmph. The area receives rainfall verging to 500 mm annually.

The Malaviya National Institute of Technology (MNIT) Jaipur will be the Employer and Executing Agency of this Project.

The Project includes the Supervision of the following buildings with their estimated cost and time period:

Table : 1

Sr. No.	Name of work	Estimated cost Rs. in lac	Time limit
1.	Construction of Boys Hostel for 1000 capacity but likely to be increased to 2000	1500	12 Months
2.	Construction of Girls Hostel for 400 student capacity but likely to be increased to 800	800	12 Months
3.	Construction of Shopping cum Amenities Complex	400	12 Months
4.	Construction of Lecture Hall Complex	200	09 Months
5.	Renovation of Institute Main Gate	50	06 Months
<i>The items included above are liable to variation including enlargement or diminution or deletion by the Institute</i>			

5.2 Scope of Work

The Institute Malaviya National Institute of Technology (MNIT), Jaipur is desirous of appointing an Agency for Project Management Consultancy (PMC) Services for the purpose of availing service / consultancy assistance to Engineer-in-Charge of Projects by providing comprehensive services of complete day to day supervision, monitoring and management of the works, project, etc., for various functional/facility buildings projects at MNIT Campus adhering to the respective contracts execution of work as per the approved drawings, specifications duly following extant procedures of Institute and also subject to such further variations and modifications as the Institute may decide from time to time. The Consultant has to provide all service assistance to Engineer-in-Charge of work with respect to all activities for administering/management of the contract for the works/projects. The various activities broadly involved in the above said services are:

5.2.1 Planning and Co-ordination

5.2.1.1 Planning, scheduling and implementing construction programs to complete the project in time.

- 5.2.1.2. To co-ordinate with the Engineer-in-charge / Architect / Consultant for the necessary drawings.
- 5.2.1.3. To Study & scrutinize drawings and point out discrepancies if any, as also to ensure incorporation.
- 5.2.1.4. Documentation of all project related matters, including minutes of different meetings.
- 5.2.1.5 Preparation of detailed tender documents for each category of works, like civil works, electric works and other services. Comparison of received bids from different agencies and shall assist in award of contract to the different agencies.
- 5.2.1.5. Preparation of periodical reports relating to time, cost and quality.
- 5.2.1.6. Ensure that the Institute and the Contractor abide by the Conditions of Contract.
- 5.2.1.7. PMC should give the budget requirement for every three months.

5.2.2 Construction Supervision

- 5.2.2.1 Shall physically verify all dimensions of site and ensure that they are as per drawing. Discrepancies shall be notified to the Institute immediately. Shall be responsible to maintain the dimension at site as per the drawing.
- 5.2.2.2 Shall study all drawings, Contract Agreement, Specifications etc. and ensure implementation at site.
- 5.2.2.3 Shall be responsible for overall monitoring of the construction.
- 5.2.2.4 Shall be responsible for to deploy requisite number of qualified and experienced Engineers (Civil, Water Supply and Sanitary and Electrical,) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per specifications and standards.
- 5.2.2.5 Shall be responsible for checking the all the construction activities involved in project.
- 5.2.2.6 Checking all the measurements recorded in the bill prepared by contractor at site with respect to approved drawings and to certify the accuracy. If in case, it is

necessary to take measurements at site and record and finalise the bills, the PMC shall also do so to make timely payment for the works done.

5.2.2.7 (a) The PMC shall check the bills submitted by the contractor and certify the accuracy within a fort night from the date of receipt of bill from contractor by the Engineer-in-charge.

(b) If bills/measurements are not submitted by the Contractor, the PMC shall take measurements jointly with Contractor's representative, record them in measurement books (MBs) supplied by Institute and obtain contractor's signature in token of acceptance & prepare bills. Hidden measurements, which cannot be recorded after completion shall be recorded before covering up the work. Minimum ten percent of such measurements will be got checked by Institute's Engineer.

5.2.2.8 On completion of work, the PMC shall have the responsibility to finalise the bills for work as per actual execution.

5.2.2.9 The PMC should settle the final bill within two months after completion of Project.

5.2.2.10 Shall be responsible to verify day to day consumption of cement in the work and shall see that the cement used in work is as per the theoretical requirement.

5.2.2.11 Shall preserve field books and measurement books supplied by completion of project or as advised by Institute.

5.2.2.12 Shall ensure that contractors have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, loss / damage caused by natural calamities / accident / accidental collapse of partially completed work, materials and plant at site and for third party claims for injury / damages. PMC shall ensure that all such policies remain in force through out the execution of project.

5.2.2.13 Shall ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads on floors and shall avoid such other factors, which will endanger the safety of structure during construction.

5.2.2.14 Shall take custody of objects of value and antiquity found on site during excavation or otherwise and handover to Institute official.

- 5.2.2.15 Shall keep a track of permissions required from local authorities and get revalidated whenever necessary.
- 5.2.2.16 Shall ensure the safety of personnel working at site/inspecting the site by taking precautions by putting barricades, night lamps near trenches, pits, open shafts, lift shafts, edge of floors, terraces and such other places and to insist on compliance of safety code such as use of helmets, etc, on work site.
- 5.2.2.17 The PMC shall make their own arrangements at no extra cost to the institute for instruments/equipments such as total station/theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments.
- 5.2.2.18 Suggest modification, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

5.2.3 Quality Control

- 5.2.3.1 Monitor the quality of the work and control the quality as per specification, relevant codes and as per sound engineering practices.
- 5.2.3.2 Maintain the registers for mandatory tests to be conducted for all materials before incorporation in work. The guidelines may be taken from the Engineer in charge regarding the registers to be maintained.
- 5.2.3.3 Inspect and approve the materials at site as per specifications before they are used in work.
- 5.2.3.4 Shall be responsible for obtaining good workmanship with respect to lines, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
- 5.2.3.5 Shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed is of high standard, good workmanship and desired quality.

5.2.4 Site co-ordination

- 5.2.4.1 Shall attend periodic site meetings / meetings in Institute office and discuss site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and

any other important matter along with solutions proposed. PMC will be required to submit periodic reports concerning quality standard and progress of the project.

- 5.2.4.2 To co-ordinate between the institute and Contractors in all matters relating to obtaining construction drawings from Architect and instructions etc.
- 5.2.4.3 To submit preliminary completion report, defect liability completion report, final job completion report to the Client.
- 5.2.4.4 The PMC shall in accordance with and as required by the terms of Agreement or agreements entered or to be entered into between Institute on one part, and the contractor or contractors on the other part certify after the verification that the work measured and stipulation in the specifications, drawings and Bill of Quantities prescribed in the contract agreement entered into with the contractor (s) are in order. In the matter of approving such bills, the PMC shall conform adherence to the rules and instructions issued by Institute and intimate to the Institute, guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work concerned as well as the quantities of various items of works. Before certifying any bill PMC shall ensure that the work being certified is, in general in accordance with the designs.
- 5.2.4.5 Shall check periodically the quantities recorded for various items and keep watch on excess / shortage. PMC shall account for all variations in tender quantities with respect to execution drawings and submit a report. Shall assess impact of excessive quantities on the cost of project and wherever felt necessary by Institute, prepare a Running Summary of Cost for perusal of Institute. PMC shall obtain approval from Institute if the quantities put to tender are likely to exceed by 10% prior to giving permission to contractor to go ahead with the work.
- 5.2.4.6 Shall co-ordinate with all agencies working at site, liaison with local authorities for proper permissions / commencement certificate / completion certificate, etc.
- 5.2.4.7 Shall submit physical and financial progress reports once every month or as desired by institute in standard proforma approved by Institute.
- 5.2.4.8 Shall advise Institute with regard to extra claims / disputes / Chief Technical Examiner's observations / arbitration cases between Institute and the Contractors, if

any and assist Institute in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration or court, as the case may be.

- 5.2.4.9 Shall suggest modifications, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.
- 5.2.4.10 Shall provide construction supervision to the works assigned.
- 5.2.4.11 Shall scrutinise bills of agencies after recording measurements in MB's and recommend payment to agencies by preparing final bills, as per direction of MNIT.
- 5.2.4.12 Shall advice / suggest value addition items for improving quality of service in the building.
- 5.2.4.13 Keep a check on the operating staff so as to insure that all the systems are operated to the satisfactory level.
- 5.2.4.14 Prepare a checklist to monitor satisfactory performance of all the services as defined above.
- 5.2.4.15 Prepare list of shortcomings in day- to- day operation of each system.
- 5.2.4.16 Get the shortcomings rectified through the operating staff.
- 5.2.4.16 Shall get the system functional to the optimal level for maximum energy saving.
- 5.2.4.17 Shall recommend any alteration / addition based on the inputs from occupants to optimise utilization.
- 5.2.4.18 Shall maintain a record of all the preventive and routine maintenance so as to avoid breakdown of the system.
- 5.2.4.19 The Engineer shall ensure strict compliance of the Agreement by contractor concerned with their respective work.
- 5.2.4.20 Prepare and present monthly progress reports to the Employer, containing description of project activities.
- 5.2.4.21 Shall assist the Employer in interpreting the Technical Specifications;
- 5.2.4.22 Shall evolve a system of Quality Assurance of works;
- 5.2.4.23 Shall assist the Employer in administering the Contract Maintenance System;
- 5.2.4.24 Shall approve materials, and ensure that the quality of the works is in accordance with the contractual specifications;
- 5.2.4.25 Shall assist 'Employer' to order the removal of improper/substandard works;

5.2.4.26 Shall advise and assist the ‘Employer’ with respect to the arbitration, the appeal of arbitration or litigation relating to the works, whenever required;

5.3 Reports

The consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the consultants and as approved by the Employer (except for commencement report)

SI No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	15 days after commencement of services.	2
2.	Progress Report (Monthly)	Every month	10 th of the following month	2
3.	Final Report	One time	Within 15 days of completion of services/contract.	2

The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilised by the Consultants as well as the contractor and the Consultants’ perception in the management and supervision of the maintenance works. The Report shall also include the Work Programme and Resource Mobilisation for the Project.

The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Consultants’ and the contractor), Detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

5.4 Final Report

The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

5.5 Staffing Schedule

Actual requirement of the staff to be employed by the PMC would depend upon the extent of the work. For example –

Sr. No.	Designation	Schedule
1.	Team Leader – 1 Nos.	Team Leader should visit the site at least 2 times in each month during construction period. He should inspect the building once in three months during defect liability period.
2	Resident Engineer (civil)	Should visit all the works regularly (daily during days when work is in progress)
3	Site Engineer (Electrical)	Should be available at site during execution of work
4	Site Engineer (Civil)	Should be available at site during execution of work

5.5.1 After award of the contract the client expects all the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The client will not consider substitutions during contract implementation except under exceptional circumstances (such as death and/or extreme nature of ailment for which Medical Certificate shall be produced from Hospital/Nursing Home).

5.6 CONSULTANT'S PROPOSAL SUBMISSION

5.6.1 The consultant's submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project requirements. All specific issues for which references have been made in the various paragraphs of this TOR should be addressed effectively. General nature descriptions should be avoided.

5.6.2 The bids should be submitted in hard bound form with page numbering and index. Any additional information shall also be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc would be rejected.

5.7 PERFORMANCE SECURITY

The Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5% of the accepted consultancy cost towards Performance Security proportionately in the currencies of payment asked for in the bid proposal within 10 days of signing the Agreement. The validity of the Bank Guarantee(s) shall cover the entire duration of the consultancy period plus 3 months. The Demand Draft of the earnest money would be refunded back after submission this bank Guarantee. The format of the Bank Guarantee(s) shall be got approved by the consultant from the Employer. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment:

a. Bank Guarantee, in the name of the Employer from following banks would be accepted :

- i. State Bank of India or its subsidiaries
- ii. Any Indian Nationalised Bank
- iii. IDBI or ICICI / ICICI Bank
- iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank
- v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

b. The acceptance of the guarantees shall also be subject to the following conditions :

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31 March, 2003.)
- ii. The bank guarantee issued by a Cooperative Bank shall not be accepted

BROAD QUALIFICATION REQUIREMENTS OF KEY PERSONNEL

1. Team Leader -1 No.

i) Minimum	Educational Qualification Graduate in Civil Engineering
ii) a) Total Experience: 20 years	Experience Min. 10-15 year Experience in building Construction
b) Essential	Work experience related to Building construction of similar nature
iii) Age limit	Not more than 60 years on the date of submission.

2. Resident Engineer (civil)* – 2 No.

i) a) Minimum	Educational Qualification Degree in Civil Engineering
ii) a) Total Experience : 10 years	Experience Min. 5-7 year experience in construction of building work of similar type, experience in handling of construction and maintenance of civil works,
iii) Age limit	Not more than 55 years on the date of submission.

3. Site Engineer (Electrical)* – 2 No.

i) a) Minimum	Educational Qualification Diploma in Electrical Engineering
ii) a) Total Experience :	Experience Min. 3-4 year as Electrical Engineer for Construction of similar buildings work is desirable.
iii) Age limit	Not more than 55 years on the date of submission.

4. Site Engineer (Civil)* – 3 No.

i) a) Minimum	Educational Qualification Diploma in Civil Engineering
ii) Experience a) Total Experience :	Experience Min. 3-4 years relevant experience in construction of building works.
iii) Age limit	Not more than 55 years on the date of submission.

***Note: Number of persons required at a time will be decided by the Institute based on the number of projects in hand and payment shall be made proportionately.**

**DRAFT FORM OF CONTRACT AGREEMENT
AND
GENERAL CONDITION OF CONTRACT**

SECTION - 6

**STANDARD FORM OF AGREEMENT
&
GENERAL CONDITIONS OF CONTRACT**

FORM OF CONTRACT AGREEMENT

CONTRACT FOR CONSULTANCY SERVICES

This Contract (hereinafter called the “Contract”) is made on thisday of2008.

BETWEEN

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, J. L. N. Marg, Malaviya Nagar Jaipur – 302017, Rajasthan, India (hereinafter called the “Client”), on the one part,

AND

(Name of the Consultant with address) (hereinafter called the “Consultants”) on the other part.

WHEREAS

The Client intends to carry out Consultancy Services - Project Management Consultancy for Construction of Buildings work for MNIT Jaipur, Rajasthan (India).

- a) -----(Name of the project)
as defined in this contract (hereinafter called the “Project”).
- b) the Client has requested the Consultants to provide certain consulting services required for the project as defined in this Contract (hereinafter called the “Services).
- c) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in the Contract.

NOW THEREFORE, the parties hereby agree as follows:-

1. The following documents attached hereto shall be deemed to form an integral part of this contract:-

- (a) The General Conditions of Contract (hereinafter called “GC”)

(b) The following Appendices:-

Appendix A : Reporting Requirements

Appendix B : Key Personnel

Appendix C : Performa for Performance Security

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

(a) The consultants shall carry out the services with the provisions of the contract; and

(b) The Client shall make payments to the consultants in accordance with the provisions of the contract ;

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

Director,
MNIT, J. L. N. Marg, Malaviya Nagar
Jaipur - 302017

Authorised Signatory
for and on behalf of
M/s -----Consultants

Witness

1. Signature

Name

Address

2. Signature

Name

Address

Witness

1. Signature

Name

Address

2. Signature

Name

Address

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.2 Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract have 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) "**Client**" means the Malaviya National Institute of Technology Jaipur
- c) "**Consultants**" means _____ (Name of the consultant)
- d) "**Contract**" means the Contract signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in terms of the provisions of Clause 2.6 hereof,
- e) "**Operator**" means any person or entity who are employed by the Client for Project Management Consultancy for Execution of work for MNIT, J. L. N. Marg, Malaviya Nagar Jaipur - 302017
- f) "**Effective Date**" means the date on which the Contract comes into force and effect pursuant to Clause 2.1 hereof ;
- g) "**Government**" means the Government of India
- h) "**Local Currency**" means the Indian Rupees
- i) "**Personnel**" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof.
- j) "**Party**" means the Client or the Consultants, as the case may be, and "Parties" means both of them.
- k) "**Services**" means the work to be performed by the Consultants pursuant to this Contract for the purpose of operations & maintenance work.
- l) "**Starting Date**" means the date referred to in Clause 2.3 hereof;
- m) "Third Party" means any person or entity other than the Government, the Client and the Consultants.

1.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of the Government of India.

1.4 Language

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

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or 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 addresses specified as under:

For the Client :

Attention: The Director,
Malaviya National Institute of Technology Jaipur
J. L. N. Marg, Malaviya Nagar
Jaipur - 302017, Rajasthan, India
Ph.: +91-0141-2529078, 2713201, 2713202 , Fax :- +91 141 2529029

For the Consultants:

Attention: _____(Name of Authorised Representative)

Address: _____

Name and address of the consulting firm.

Fax:

Telephone:

1.6.2 Notice will be deemed to be effective as follows:

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

1.7 Location

The services shall be performed at such locations as are specified in TOR hereto and, where the location of a particular task is not so specified at such locations, in India, as the Client may approve.

1.8 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by the Client or the Consultants be taken or executed by the officials as under :

For the Client : Director or an authorised officer of MNIT.

For the Consultants : Authorised Representative or his designated representative

1.9 Taxes and Duties

1.9.1 The consultant and the personnel shall pay the taxes and other impositions levied under the existing amendment or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

1.9.2 Service Tax

The client shall, however, pay to the consultants all amounts due for their service tax in accordance with the applicable law of the Govt. of India.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (The "Effective Date") of the Client's notice to this effect to the Consultants.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within Two (2) months of the date hereof, either Party may, by not less than two (2) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall commence the Services not later than on a date (Starting Date) Seven (7) days after the signing of the Agreement.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, the Contract shall expire when pursuant to the provisions hereof, the services have been completed and payments of remuneration and reimbursable expenditure have been made.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications

Modifications of the terms and conditions of this Contract, including any modification of the scope of the services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government Agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agent or employees nor (ii) any event which a

diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder:

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Consultation

Not later than thirty (30) days after the Consultants, as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7.5 Extension of Time

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

2.7.6 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract subject to consultation as per Clause 2.7.4 hereof which may include costs necessarily incurred by them during such period exclusively for the purpose of discharging their obligation under the Contract and in reactivating the services after the end of such period.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client 45

The Client may, by not less than fifteen (15) days written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the event specified in paragraphs (a) through (g) of this Clause 2.9.1, terminate this Contract.

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8, hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the Consultants or if any of their members become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- d) If the Consultants submit to the Client, a statement which has a material effect on the rights, obligations or interests of the Client and representation or statement, made/submitted by the Consultants of any part thereof is found to be false;
- e) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days;
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g) If the Consultants, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

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

practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, 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 the Borrower of the benefits of free and open completion.

2.9.2 By the Consultants 46

The Consultants may, by not less than thirty (30) days written notice of termination to the Client (except in the event listed in the paragraph (e) below for which there shall be written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.9.2 terminate this Contract:

- a) If the Client fails to pay any money due to Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within thirty (30) 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 a result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days; or
- d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof
- e) If the Consultants, in its sole discretion and for any reason whatsoever decides to terminate the Contract.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract, pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, 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 3.3 hereof, (iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, (iv) the Consultants' obligations regarding default in performance of the service in accordance with the provisions of the Contract and for any loss suffered by the Client, whereof, as a result of such default, and (v) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services 47

Upon termination of this Contract, by notice of either Party to the other, pursuant to Clauses 2.9.1 or 2.9.2 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 equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment under Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

- i. Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination:
- ii. Reimbursable expenditures pursuant to Clause 6 hereof for expenditure actually incurred prior to the effective date of termination; and
- iii. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party whether an event specified in Clause 2.9.1 or in Clause 2.9.2 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 8 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 CONSULTANT

3.1 General

3.1.1 Standard of Performance

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 dealing with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any of the Personnel and agents of the Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with the contract or the services, and subject to Clause 3.2.2 hereof, 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 of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement

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 Client and shall at all times exercise such responsibility in the best interest 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 the project to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-Consultants nor the personnel of either of them shall engage, either directly or indirectly, during the term of this Contract, in any business or professional activities in India which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

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

3.4 Liability of the Consultants

Subject to additional provisions, as under, the Consultants liability under this Contract shall be as provided by the Applicable law.

- a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - i. For any indirect or consequential loss or damage; and
 - ii. For any direct loss or damage that exceeds (A) total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- b) This limitation of liability shall not affect the Consultants liability, if any for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records 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 basis thereof (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.

3.7 Consultants' Actions requiring Client's prior Approval

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

- a) Deployment of personnel as listed in Appendix 'B'.
- b) Appointing such number of Personnel as are not listed in Appendix B ("Consultants, Sub-Consultants" and "Consultants Key Personnel");
- c) Substitution of any personnel if required on grounds beyond reasonable Control of the Consultants;
- d) Purchase of equipment required for performing the services.

3.8 Reporting Obligations

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

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services 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 but shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.10 Equipment and Materials Furnished by the Client

- i. Telephone for official use with STD facility.
- ii. Office with tables, chairs, storage cabinets etc.
- iii. Computer, Printer, Fax, Photocopier will be on payment of service charges.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- a) The list of Consultants key personnel and their estimated periods of engagement have been described in Appendix B.
- b) If additional work is required beyond the scope of the Services specified in TOR the estimated periods of engagement of Key Personnel set forth in **Appendix B** may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

The Key Personnel listed by title as by name in Appendix B are hereby approved by the Client. In respect of other personnel whom the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval of a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such Personnel shall be deemed to have been approved by the Client. The removal and/or replacement of personnel is covered under Clause 4.5 hereof.

4.4 Working Hours, Overtime, Leave etc.

- a) Working hours and holidays for the Consultants' Personnel shall match with that of the Client. In case of any emergency, the Consultants' Personnel will have to work on Saturdays, Sundays or any other holidays and these leaves shall be compensated by MNIT by giving leave on any working day of the following week.
- b) The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. Any taking of leave by personnel shall be subject to the prior approval by the Client and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. 52
- c) The man months shown against each personnel shall be exclusive of leave period. The period for which the Consultant's personnel will be on annual leave or on sick leave shall not be charged on the bill. The work of the personnel of the Consultants will have to be adjusted within the regulatory working hours, without any overtime according to the requirement at site.

4.5 Removal and/or Replacement of Personnel

- a) 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 and experience acceptable to the Client. Such replaced person shall be inducted only after approval by the Client.
- 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. Such person shall be inducted only after approval by 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 (including expenditures due to the number of eligible dependents) 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. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

- a) Provide the Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, or Personnel to perform the Services;
- b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- d) 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;
- e) assist the Consultants and the Personnel 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;
- f) grant to the Consultants, and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- g) provide to the Consultants and Personnel any such other assistance as may be specified in the contract.

5.2 Access to Land and building

The Client warrants that the Consultants shall have free and unimpeded access to all portions of the land and building in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such part of the building or any property thereon resulting from such access and will indemnify the Consultants and each their personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

If after the date of signing of agreement there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly.

5.4 Facilities to be provided by the Client

The Client shall nominate an authorised representative to liaise with the Consultants on all matters connected with this agreement. In turn, the Resident engineer of the Consultants for the work shall act as the Liaison Officer for the Consultants to liaise with the representative of the Client.

5.5 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 in Clause 6 of the Contract.

6.0 PAYMENTS TO THE CONSULTANTS

6.1 Payments to the Consultants

All payments shall be made by the Client to the Consultants in Indian Rupees as per data sheet and TOR ON MONTHLY BASIS within 21 days after submission and its subsequent approval by the competent authority of MNIT.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.

6.3 Duties and Taxes:

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract:

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of

them and that if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness but on failure to agree on any action pursuant to this Clause shall have the right of dispute subject to arbitration in accordance with Clause 8 thereof.

8.0 SETTLEMENT OF DISPUTES

8.1 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.

8.2 Right to Arbitration and Rules of Procedure

*Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Dispute Review Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government, supplied by the **Director MNIT**. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, **the Director MNIT** shall appoint, upon request from either Party and from such panel or otherwise, such arbitrator(s) for the matter in dispute.*

Save as otherwise provided in the Contract, the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators.

Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. 56

All awards shall be in writing and such awards shall state reasons for the awards.

8.3 Miscellaneous

If any arbitration proceedings hereunder:

proceedings shall, unless otherwise agreed by the Parties, be held in Jaipur. The English language shall be the official language for all the purposes, and the decision of majority of the arbitrators 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.

REPORTS TO BE SUBMITTED

Sl No.	Report	Frequency	Due Date/Time	No. of Copies
1.	Commencement Report	One time	Within 30 days after commencement of services.	2
2.	Progress Report (Monthly)	Every month	10 th of the month	2
3.	Final Report	One time	Within 15 days of completion of services.	2

KEY PERSONNEL

S. No.	Title	Name	Duration in Months
1			
2			
3			
4			
5			
6			
7			
8			

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Ref: _____ Bank Guarantee: _____

Date: _____

To,

The Director,

Malaviya National Institute of Technology Jaipur

J. L. N. Marg, Malaviya Nagar

Jaipur - 302017, Rajasthan, India

Ph.: +91-0141-2529078, 2713201, 2713202 , Fax :- +91 141 2529029

Dear Sir,

In consideration of “**Malaviya National Institute of Technology (MNIT) Jaipur**” (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 “Consultant” 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 Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____ (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee to the Client as Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to _____ (in words and figures).

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

contained shall be irrevocable and shall continue to be 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 Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the

Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other 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 Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto 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) 61

Attorney as per Power of

Attorney No. _____

Dated _____

Strike out, whichever is not applicable.

@ The date will be eighteen months after the date of commencement of services.

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 will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalised Bank. If the Bank Guarantee is drawn on a foreign bank it will be accepted by MNIT only if such Guarantee is also accepted either by State Bank of India or any of its subsidiaries or any Indian Nationalised Bank.