



Central Institute of Road Transport

Post Box No. 1897, Pune-Nasik Road, Bhosari, Pune 411026

Tender Document

For

**“Providing Consultancy Services Related to
Architectural & Structural Designing & Detailing for
Institute of Driving Training & Research at
Pakyong, Sikkim”**

TENDER No. CIRT/2017-18/IDTR/ARCH-STR-DESIGN-SIKKIM

Dated 27th March 2018

(Tender, Instructions to Applicant and General Information)

CIRT

INDEX

A. TENDER : INTRODUCTION & INSTRUCTIONS

B. INFORMATION REGARDING SUBMISSION OF PROPOSAL

- Annexure I : Site Description, Scope of Work & Drawing
- Annexure II : Power of Attorney (if applicable) / Letter of Authority
- Annexure III : General Conditions of Contract
- Annexure IV : Format for Contract Agreement
- Annexure V : Proforma for Performance Bank Guarantee
- Annexure VI : Form of Advance Payment Guarantee
- Annexure VII : Terms of Payment
- Annexure VIII : Special Conditions of Contract

C. TERMS OF REFERENCE

D. ELIGIBILITY CRITERIA

- Form 'a' : Letter for Submission of Proposal Documents
- Form 'b' : Letter of Undertaking
- Form 'c' : Earnest Money Deposit
- Form 'd' : Applicant's Organisation, Company Profile & External Associates
- Form 'd1' : Description of Methodology, Work Plan & Time Schedule
- Form 'e' : Form of Financial Proposal
- Form 'f' : Proforma for Curriculum Vitae
- Form 'g' : Proforma for Customer Feedback
- Form 'h' : Form of Advance Payment Guarantee

A) INTRODUCTION 1. PREAMBLE

The Central Institute of Road Transport (CIRT), Pune is a joint venture of the Ministry of Road Transport & Highways, Government of India and the Association of State Road Transport Undertakings (ASRTU). The Ministry of Science and Technology, Government of India also recognizes CIRT as a Scientific & Industrial Research Organisation (SIRO). It is one of the Premier Testing and Certification Agencies, authorized by the Ministry of Road Transport & Highways, Government of India under Central Motor Vehicle Rules – 1989 (CMVR) and Motor Vehicle Act 1988. It plays a pivotal role in formulating regulations for the Indian Automotive Industry. CIRT is inviting proposals from interested and experienced Architects & Structural Designers through this tender with the main objective of qualifying and shortlisting consultant as potential candidate, willing and capable to provide consultancy services, for Institute of Driving Training & Research (IDTR) project at Pakyong, Sikkim.

2. INTRODUCTION

CIRT recognizes the importance of the expertise available in the private sector in the area of Architectural & Structural Design, Layout Planning and detailing of other Associated services like Civil, Electrical, Mechanical, HVAC, Firefighting, Exhaust system, Waste Management system, BMS etc for “Institute of Driving Training & Research (IDTR)” to be constructed by it under the Project at Pakyong, Sikkim on behalf of the Transport Department, Government of Sikkim. Therefore, it has been decided to hire suitable consultant for this purpose. CIRT is inviting applications in “two envelope system” in the prescribed forms from the capable Architectural firms for the above mentioned purposes.

B) INFORMATION REGARDING SUBMISSION OF PROPOSAL 1. INSTRUCTIONS TO APPLICANTS

1. The Applicants are expected to examine carefully all the contents of the Request for Proposal (TENDER) document including instructions, terms and conditions, specifications, and drawings and take them fully into account before submitting their proposal. Failure to comply with the requirements as detailed in these documents shall be at the Applicant’s own risk. Applications which are not responsive to the requirements of the TENDER Document shall be rejected.
2. While sincere efforts have been made to avoid errors in drafting the TENDER document, the Applicants are advised to check the same carefully. No claim because of any errors detected in the TENDER document shall be entertained.

CIRT

3. The proposal submitted on behalf of a Firm, shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the firm to submit the proposal.
4. The successful applicant is bound to carry out all the appropriate activities or work necessary for the completion of the project, even though such activities are not exclusively included while defining the scope of the work, but necessary to achieve the overall objective of the project. Such activities are deemed to be priced in the financial section of proposal. No claim on this account shall be entertained. If the work at any one place out of five does not materialise the order for that place will not be placed.

2. SCOPE OF WORK

1. The scope of the work consists of Architectural Design and Planning, Designing RCC and Structural Designing, and overseeing the execution of IDTR building and Driving Test Tracks, Foundations with Seismic designs, Inspection pit, washing pit and all other associated utilities like Civil, Electrical, Mechanical, HVAC, Firefighting, Exhaust system, waste management system, BMS etc, at the site at Pakyoung comprising of class rooms, Office room, Staff room, Driving Laboratory cum mini workshop, Driving Simulator Room, Pantry room, Hostel block and Driving Range.
2. Preparation of Detailed Estimates and Site Support including Quality Supervision during construction phase of Buildings and Driving Range and Installation of allied scope with preparing estimates, bill of quantities, tenders based on CPWD norms and evaluation of tenders, site visits. Please refer "C" for Terms of Reference detailing scope.
3. Architect will provide building layout and infrastructural requirement. Architect will provide details and specifications of required utilities.
4. Architect will integrate various test equipment in the IDTR.
5. Architect will provide layout for approach road, electricity, water and compound wall and the specifications required.

3. EARNEST MONEY DEPOSIT

1. The Application shall be accompanied by an Earnest Money Deposit of Rs. 15,000/- (Rupees Fifteen thousand only) in form of Demand Draft on or Banker's cheque by

CIRT

Nationalised or Scheduled Bank drawn in favour of “Director, CIRT, Pune” payable at Pune.

2. An Application, not accompanied by such Earnest Money Deposit, shall be construed as non-compliant PROPOSAL and shall be rejected.
3. The Earnest Money Deposit of the unsuccessful Applicants will be returned without any interest after execution of the contract by CIRT with the successful applicant.
4. The Financial proposals of the technically non-complying proposals shall be returned without opening them.
5. The Earnest Money Deposit of the successful Applicant shall be returned after signing of contract document and furnishing necessary bank guarantee.
6. An Applicant shall forfeit Earnest Money Deposit in favour of CIRT in case, such Applicant –
 - Fails to start the work as may be indicated in the Letter of Acceptance or fails to execute the contract within a period of 30 days from the date of issue of the Letter of Acceptance; or
 - Has withdrawn his proposal during the validity period of the TENDER document and any extension thereto, without the written consent of CIRT; or
 - Alters the quoted value &/or conditions in the proposal, after opening of the financial proposal; or
 - Does not reply to any queries that may be raised after opening of technical &/or financial proposals.

Under such circumstances, the Director CIRT has the final authority to take appropriate decision or the TENDER document process considering the interests of the project and the CIRT.

4. SUBMISSION OF PROPOSALS

Applicants are requested to submit their proposals in two parts, in separate sealed envelopes, both superscripted as “CIRT/2017-18/IDTR/ARCH-STR-DESIGN-SIKKIM” and “Tender for providing Consultancy Services related to Architectural & Structural Designing & Detailing for IDTR at Pakyoung, Sikkim” and each one appropriately identified as “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL” as applicable. Both the sealed envelopes are to be put in one larger envelope and sealed. This envelop is to be marked as “Tender for providing Consultancy services related to Architectural & Structural Designing & Detailing for IDTR at Pakyoung, Sikkim” that shall be addressed to “The Head - Administrative Services Division,

CIRT

Central Institute of Road Transport, Post Box 1897, Pune-Nashik Road, Bhosari, Pune – 411026.”

4.1 The Proposal

The sealed envelope marked as “Technical Proposal” shall contain the following documents and associated enclosures as required;

- I. A blank copy of TENDER document with each page signed and stamped by the authorized signatory;
- II. Annexure I : Power of Attorney(if applicable), Letter of Authority
- III. Form ‘a’ : Letter for submission of proposal documents
- IV. Form ‘b’ : Letter of undertaking
- V. Form ‘c’ : Earnest money deposit
- VI. Form ‘d’ : Applicant’s organization, company profile and external associates
- VII. Form ‘d1’ : Description of methodology, Work plan and time schedule
- VIII. Form ‘f’ : Proforma for curriculum vitae
- IX. Form ‘g’ : Proforma for customer feedback from earlier similar projects*
- X. Any other documents supporting as object evidence for above

* similar means an IDTR or driving training institute/center planned over minimum 5 acres of land preferably with driving test tracks.

The sealed envelope marked, as “Financial Proposal” shall contain document duly filled and signed by an authorized person from the Applicant’s company XI. Financial proposal in the form ‘e’.

4.1.1 The Applicants shall quote for the entire works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this TENDER document including but not limited to matter in respect of interface management, detailed design, detailing coordination, value engineering, documentation, defects remediation and related works.

4.1.2 The prices shall be quoted in Indian rupees only. The amounts shall be quoted in figures, and words. In case of inconsistency, the amount quoted in words shall prevail. The price shall be all inclusive of taxes, duties, levies etc.

CIRT

4.1.3 Applicants must provide information in the formats enclosed in this TENDER document. If information is not submitted in the specified formats, the Proposal is liable for rejection.

Pre-Bid	: Pre-Bid meeting scheduled on 4 th April 2018 at 1600 hrs
Venue	: Conference Hall, Central Institute of Road Transport, Post Box 1897, Pune-Nasik Road, Bhosari, Pune
Note	: Any doubts/queries can be emailed one day before the pre-bid meeting

4.2 Manner of Submission

4.2.1 The hand delivered PROPOSAL shall be put in the box placed at the Administration Division, Central Institute of Road Transport, Post Box 1897, Pune-Nashik Road, Bhosari, Pune on or before 1600 hrs on 18th April 2018.

4.2.2 The PROPOSAL sent through post/courier shall reach CIRT on or before 1600hrs on 18th April 2018. CIRT shall not be responsible for rejection of application because of late submission due to postal / courier service delays.

The proposal sent by e-mail will not be accepted.

4.2.3 Technical bid opening will be on 19th April 2018 at 1600 hrs.

4.2.4 CIRT may at its discretion, extend the deadline for submission of application, by issuing an addendum, sent to contact e-mail address, in which case all rights and obligation of CIRT and the Applicants previously subject to the original deadline will thereafter be subject to the extended deadline.

4.2.5 Any PROPOSAL received by CIRT after the deadline for submission will be rejected and returned unopened to the Applicant unless CIRT decides otherwise under Clause 4.2.3 above.

4.2.6 CIRT reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant or submission or submission and without expressing any cause or reason thereof, at any time and at its sole discretion independently verify, disqualify, reject and /or accept any and all Application or other information and /or accept any and all Application, including without limitation pursuant to and/or its connection with:

a) Receipt of Application after the Submission deadline,

CIRT

b) Failure to submit necessary supporting documentation/information following a specific request by or on behalf of CIRT.

4.2.7 Proposals sent telegraphically or through other means of electronic transmission which cannot be delivered in sealed envelope shall be treated as defective, invalid and shall stand rejected.

5. AMENDMENT TO TENDER DOCUMENT

1. Addenda /Corrigenda to the TENDER document may be issued by CIRT prior to the last date of submission of the Proposals to clarify the documents or to reflect any modification etc. All such addenda / corrigenda shall be treated as an integral part of the TENDER document.
2. In order to afford prospective Applicants reasonable time for preparing their tenders after taking into account such amendments, at its discretion, CIRT may extend the deadline for submission of Proposals.
3. In case after issuance of addenda, any Applicant who has already submitted its PROPOSAL, does not resubmit its PROPOSAL, it shall be deemed that such Applicant does not intend to modify its PROPOSAL based on the addenda and the addenda have been taken into account.

6. VALIDITY OF PROPOSALS

1. Proposals shall be unconditional, firm, remain valid and open for acceptance for a period of two calendar months from the last date of submission of Proposals. Any PROPOSAL having validity lower than that specified above shall be rejected by CIRT as being non-responsive. However, CIRT may request the Applicants to extend the PROPOSAL beyond the PROPOSAL validity period upto an additional period of thirty (30) days without any modifications. The conditional Proposals shall be summarily rejected.
2. If an Applicant withdraws or revokes his/her offer after last date of submission of Proposals, the Applicant is liable to be disqualified and the Earnest Money Deposit submitted by such Applicant is liable to be forfeited. No Applicant shall be allowed to carry out any revision / correction / modification in his PROPOSAL after the last date of submission of proposals.
3. In case CIRT calls the Applicant for negotiations then this shall not amount to cancellation or withdrawal of original offer.

7. CIRT RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICANTS

CIRT reserves the right to accept or reject any PROPOSAL and to annul the process and reject all Proposals, at any time prior to award of Contract without assigning any reasons for such acceptance /rejection, without thereby incurring any liability to the affected applicant or Applicants of the grounds for CIRT's action. The Applicants shall not have any right of action or claim against CIRT for rejection of their proposals.

8. NOTIFICATION OF AWARD

1. Prior to the expiry of the period of PROPOSAL validity prescribed, CIRT will issue to the successful Applicant, the "Letter of Acceptance" in duplicate. The successful applicant shall return one copy of the letter of acceptance to CIRT duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him.
2. The letter of Acceptance shall constitute a part of the contract.
3. Upon "Letter of Acceptance" being signed and returned by the successful Applicant, CIRT will promptly notify the unsuccessful applicants and discharge / return their Earnest Money Deposit.
4. No correspondence with respect to this TENDER will be entertained by CIRT from the unsuccessful Applicants.

9. SIGNING OF CONTRACT

1. The successful applicant shall enter into and duly sign the Contract for performance, execution, and implementation of the Works within thirty days from the date of issue of letter of acceptance. Nevertheless, the written acceptance by CIRT of a PROPOSAL will constitute a binding contract between CIRT and the person so tendering whether such formal agreement is not subsequently executed.
2. CIRT shall prepare the Contract which shall indicatively be in the format included in "Annexure IV – Format for Contract Agreement" duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Applicant within two weeks of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the successful Applicant. The Contract shall be governed by the conditions spelt out in "Annexure III – General Conditions of Contract ", and this TENDER Document.

CIRT

3. The Successful Applicant shall return both copies of contract duly signed by the authorized signatory within one week of receipt of the copies of the Contract from CIRT. CIRT shall have both copies of Contract duly signed by the authorized signatory. The successful Applicant shall get the correct amount of stamp duty adjudicated by the registrar of Stamps, Pune and have the Contract duly stamped and executed. One copy of the contract duly signed by CIRT and the successful Applicant through their authorized signatories will be sent by CIRT to the successful applicant.

10. PROCESS TO BE CONFIDENTIAL

1. Any effort by an Applicant to influence CIRT or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the PROPOSAL.
2. As part of his Technical PROPOSAL, the Applicant shall be required to furnish an undertaking for confidentiality as “Form `b’ – Letter of Undertaking”.

11. BANK GUARANTEE FOR CONTRACT EXECUTION

1. Within seven days of the date of acceptance, the Successful Applicant shall execute a Bank Guarantee as per the format given in “Annexure V” from a Nationalised or Scheduled Bank, for an amount equivalent to the 10% of the Contract value, which shall be kept valid for the entire period of warranty.
2. The Bank Guarantee of the Successful applicant will be invoked and forfeited if the successful applicant fails to comply with the conditions of contract.

12. TERMS OF PAYMENT

The Terms of Payment shall be as described in TERMS OF REFERENCE in “C”.

13. GENERAL

1. CIRT reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant and without expressing any cause or reason thereof, at any time, and at its sole discretion amend or supplement the Tender document and /or the selection process or the dates or other terms and conditions relating thereto, suspend and /or cancel the selection process.
2. CIRT reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant and without expressing any cause or reason thereof, at

CIRT

- any time and at its sole discretion to independently disqualify, reject and /or accept any and all Proposals or other information and /or evidence submitted by or on behalf of any Applicant, including without limitation pursuant to and /or in connection within receipt of a PROPOSAL after the submission deadline and /or determination that a Applicant will be unable to fulfill the requirements of the Tender document.
3. The decisions and/or the exercise of discretion by CIRT shall not be challenged by any Applicant and are final.
 4. Any failure by CIRT to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by CIRT.
 5. The Applicants and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Applicant or any other entity in relation to the preparation or lodgement of Proposals or otherwise in any aspect of the Works.
 6. All pages of the PROPOSAL document including Annexures, enclosures, as well as attachments should be stamped and signed by authorized signatory.
 7. All columns of the Form should be duly, properly and exhaustively filled-in additional page/s can be used as Annexures duly referred in column, in case of space inadequate.
 8. The authorized signatory must sign all cuttings and corrections. A Certificate of authorization or power of attorney, in original along with a photocopy thereof, by the applicant firm, company or other corporate body, as the case may be, must be enclosed as Annexure I with the Application Form.
 9. No Application form shall be considered unless all the required documents are furnished and properly attested whenever required.
 10. Only those Application forms shall be opened, which have been received by the due date and time. The CIRT shall not be responsible for postal or any other delay.
 11. If any information furnished by the Applicant is subsequently found to be incorrect, misleading or deceptive or if there is a breach of any of the terms and conditions at any time on the part of a selected party or any other reason considered by competent authority, the selection may be terminated summarily by the CIRT, without assigning any reason.

12. Arbitration clause: In the eventuality of any dispute, the matter shall be referred by any of the parties, including the CIRT for arbitration and his /her decision shall be binding on the parties.
13. Jurisdiction: All disputes will be settled within the jurisdiction of Pune.
14. The Director, Central Institute of Road Transport, Pune 411 026 reserves the right to cancel all or any PROPOSAL, without assigning any reason whatsoever.
15. Separate sheet(s), with appropriate cross reference (s) to main application may be enclosed, wherever required.

14. LIST OF ANNEXURES

The Annexures to this document are as listed below-

- Annexure I : Site Description, Scope of Work & Drawing
- Annexure II : Power of Attorney (if applicable), Letter of Authority
- Annexure III : General Conditions of Contract
- Annexure IV : Format for Contract Agreement
- Annexure V : Proforma for Performance Bank Guarantee
- Annexure VI : Form of Advance Payment Guarantee
- Annexure VII : Terms of Payment
- Annexure VII : Special Conditions of Contract

15. LIST OF FORMS

The forms to this document are as listed below:

- Form 'a' : Letter for Submission of Proposal Documents
- Form 'b' : Letter of Undertaking
- Form 'c' : Earnest Money Deposit
- Form 'd' : Applicant's Organisation, Company Profile & External Associates
- Form 'd1' : Description of Methodology, Work Plan & Time Schedule
- Form 'e' : Form of Financial Proposal
- Form 'f' : Proforma for Curriculum Vitae
- Form 'g' : Proforma for Customer Feedback from earlier similar projects
- Form 'h' : Form of Advance Payment Guarantee

SITE DESCRIPTION & SCOPE OF WORK

The execution site for the project of Institute of Driving Training & Research at Pakyoung, Sikkim in India for which, complete execution will be under CIRT on behalf of Transport Department, Government of Sikkim. The project consists of the following facilities:

- One administrative cum training building with all amenities including reception, staff room, conference room, training halls, library, testing room, store room, driving laboratory, driving simulator room, toilets and wash rooms,
- One driving range along with the workshop with inspection and washing pit
- One hostel building with all amenities including dormitories, guest rooms, dining room, kitchen, canteen, toilets and wash rooms
- Transformer yard, security cabins, internal roads, parking, gen set and panel rooms, water storage tank, sewage treatment plant and all utilities and infrastructural works, etc typically required for such training center.

Approximately total area of site for all the above facilities is about 11.4 acres

A The scope of work for the above location consists of:

1. Consolidation of requirement of project with CIRT.
2. Preparing alternative layouts.
3. Finalising the layouts after including all necessary requirements.
4. Preparation of drawings and making all necessary documents including site development.
5. Obtaining Pollution control boards approvals (Consent's to establish & operate) for sites (if applicable).
6. Obtaining Fire NOC for sites (if applicable).
7. Obtaining Factory Inspectors approval (if applicable).
8. Planning architectural designs and drawings, preparing drawings and working drawings. Design of IDTR buildings and driving range considering office space, dormitory and driving test tracks' requirements with all amenities with complete data voice and electrical wirings.

CIRT

9. Providing guidance for making subsoil survey, analyzing the soil strata and accordingly obtaining data for designing. Making structural designs of associated foundations and structures.
10. Preparing models of project (3D Visualisations in VR).
11. Interaction with Equipment suppliers, Utilities suppliers for input to internal design and incorporation of the same.
12. Design of general utilities and working drawings like Water Storage and Supply network, drainage and storm water, drainage system, Sewage treatment plant, Landscaping, modifications in existing compound wall, Roads, Culverts and retaining walls, HT & LT Electrical system, Air conditioning and ventilation systems including general lighting, power co-generation, DG set, smoke and fire detection and suppression system, control system, UPS, office furniture and interior for office and control room, etc (whichever applicable).
13. Preparation of Technical Specifications and Quality requirements as per state PWD / CPWD for all Civil and Utilities.
14. Finalisation of Tender Bill of Quantities (BOQ) and estimates with rate analysis for all civil, infrastructural work like electrical, DG, water HVAC, ETP/STP, roads etc.
15. Preparation of Tender documents with tender drawings.
16. Participation in pre bid meeting.
17. Support for Technical tender evaluation
18. Final structural designs and detailed working drawings
19. Final designs and lay outing of utilities and their working drawings
20. Quality control during execution phase and visit to site at all important stages of work such as strata, layout, reinforcement checking, utilities installations, and as and when required.
21. Designing building security system, access control, LAN and telephone etc and working drawing.
22. Technical support during Audit, as and when required
23. Any other service excluding day-to-day supervision and physical bill checking.
24. Bill certification after checking of the same by CIRT representative.
25. Assist the client to face any kind of government audits.
26. Architect will provide building layout and infrastructural requirement.
27. Architect will provide details and specifications of required utilities.

CIRT

28. Architect will provide layout for approach road, electricity, water compound wall and the specification required.
29. Furnish as built drawings at the end.

(Note: A to be quoted by Architect, Structural consultants in Lump sum)

Details of Center:

The IDTR will be set up to develop right attitude towards driving responsibilities, and to inculcate good driving habits. The vehicle driver is mainly responsible for safe or unsafe travel. The road accident analysis reveals the fault of drivers as the major cause of accident. There is dearth of well-trained Driving Instructors to impart systematic and scientific driver training. An individual cannot acquire the driving skills merely by listening or reading. A properly trained generation of new drivers would bring down the accidents to lower rate in future. The driving skill can only be learnt through practice. The IDTRs are being set up nationwide to train drivers and equip them to get driving license as per CMVR. To establish a full-fledged driving center, the following infrastructure facilities are required:

- Buildings
 - Administration block with five class rooms, office rooms, library, driving simulator room and driving laboratory
 - Workshop
 - Hostel block with canteen
- Driving range

Guidelines for the proposed infrastructure are given below:

A) Buildings a) Administration Block

- i) **Class Rooms:** For handling theory classes, 5 class rooms of size each 8 m x 8 m are required.
- ii) **Office and Staff Rooms:** Three rooms of size each 8 m x 8 m are required for the use of office and staff. Staff strength expected to use the office facilities is approximately 16. To check the physical abilities of the drivers including vision test, it is proposed to have a room of size 3 m x 4 m. A store room of size 3 m x 3 m is also required.
- iii) **Driving Laboratory:** One hall of size 25 m x 8 m is required to display various systems and cut section models of vehicle and to display models about various driving procedures.

CIRT

- iv) **Driving Simulator Room:** To initiate driving in a safe and comfortable environment, to impart Driver Training in a scientific manner and to evaluate trainees' driving performance at the end of the training course without bias and to test the skills of drivers based on one's reactions under various traffic and roadway conditions, a computer centre with driver training simulators must be provided in the Training Institute.
- v) **Library:** One Library of size 5 m x 7 m may also be established for the benefit of the trainees covering books on traffic rules and regulations, driving procedures, vehicle maintenance and repairs.

b) Workshop

One shed of minimum size 40m x 12m with light precoated steel sheet roofing is required to carry out day to day repair works, maintenance and parking of the training vehicles. The workshop should have provision for a store room of size 4 m x 3 m, 6 parking bays of size 3 m x 12 m, washing ramp and one inspection pit. The minimum height of the workshop should be 6 m.

c) Hostel Block

- i) **Hostel:** For the benefit of the trainees, hostel facility is to be provided within the Training Institute campus including recreation facilities. To accommodate about 75 candidates at a time, a minimum one Hostel Block with at least 3 rooms each 5 m x 4 m size and at least 3 dormitories (each having at least 25 beds and 25 cupboards with 25 tables and chairs) with common toilet facility may be constructed to accommodate instructors and trainees. A TV hall is also to be provided for recreation.
- ii) **Canteen:** For the benefit of 75 trainees, canteen facilities are also proposed to be provided in a separate building of appropriate size with kitchen facilities and all necessary furniture and fittings. An adjoining room of size 3 m x 4 m for office staff, guests and instructors.

All buildings need to be provided with proper Toilet provisions

B) Driving Range

A Driving Range is also proposed to be constructed incorporating different types of maneuvers to impart off-road driving practice so as to learn basic driving procedures and practice driving skills in various situations. The driving range and workshop facilities are to be provided for vehicles with the following dimensions and as per IS 12222-1987:

- Lane width – 3750 mm
- Turning circle diameter – 21074 mm
- Clearance circle diameter – 22000 mm
- Total length of the vehicle – 9290 mm / 15000 mm (for tractor trailer)

CIRT

- Width of vehicle
 - Front – 1964 mm
 - Rear – 2500 mm

The details of roads proposed to be provided with various manoeuvres in the driving range and its purpose is as explained below: i) Two Lane Straight

Used for fresher training to impart Basic Driving Practice i.e. starting – moving – stopping – gear changing – steering control – passing – overtaking – curve handling – driving in crawling speed – low speed – average speed – high speed – following distance – stopping distance – stopping the vehicle in case of brake failure.

Width of pavement as per IRC for Two lane road without raised kerb - 7.5 m

Shoulder – 1.5 m

ii) Parking

For practice in 3 types of parking manoeuvres i.e. parking in parallel, angular and perpendicular to road. Requires simulation of parking operations in bus stations and truck terminus. The dimension of parking facilities are as follows:

Sl.No	Type of Parking	Length (m)	Width (m)	Angle (Deg)
1	Parallel	12	2.5	180
2	Perpendicular	2.5	12	90
3	Angular	2.5	12	60

iii) Hump Road

This road enables the driver in parking, stopping and starting operations on a sloped road i.e. to practice clutch balance point and biting point and also cautious driving due to reduced sight distance with a gradient of 1 in 40.

Length – 50 m

1:12 at one side and 1:15 on other

Shoulder – 1.5 m

iv) Dip Road

The Dip Road educates the trainees to know the level of water stream in the causeway and the driving procedure to be adopted while driving in such water streams. Length – 50 m

1:30 m on both sides

Shoulder – 1.5 m

v) 3 and 5 Point Turn

CIRT

This is to train the drivers on difficult turning on restricted roads. The layout of the track is shown below:

Width – 35 mts

3 point – “Width -1” – 15 m

5 point – “Width -2” – 12 m

Length – 35 m

vi) S-Shaped Bend

To familiarize the trainees with difficult V Bend manoeuvres without much of deceleration/acceleration. The layout of the track and dimensions are given below:

Radius of S-Shaped bend -11 m

Width of the road – 3.75 m

Shoulder – 1.5 m

vii) 8-Shaped Bend

To train the drivers on left and right steering, sharp turning and negotiating round about.

The 8-Shaped Bend track is used to train the drivers on left and right steering, sharp turning and negotiating roundabouts. The end to end length and the inner diameter measurement of the track is given below: For LMV Radius of inner circle – 5 m

Radius of outer circle – $5+3.75 = 8.75$ m

For HMV Radius of inner circle – 11 m

Radius of outer circle – $11+3.75 = 14.75$ m

Width of single lane road – 3.75 m

viii) Reversing box

To educate drivers on proper methods of reversing and turning.

Length –34 m

Width – 3.75 m

Shoulder – 1.5 m

ix) 4 Lane Road & 6 Lane Road with a junction (optional subject to availability)

In 4 & 6 lane road the trainee are educated on the system of lane changing, lane selection and lane discipline. In 4 lanes and 6 lanes the vehicles and its usage depends upon the ability of the driver to negotiate the above said points.

4 Lane:

Width of 4 lane road – 15 m (each lane is 3.75 m)

CIRT

Length of 4 lane road – 50 m

Shoulder – 1.5 m 2 Lane:

Width of 2 lane road -7.5 m

Length of 2 lane road – 50 m

Shoulder – 1.5 m

x) Speed Track (optional)

To practice controlling of vehicle in emergency situations such as brake failure, tyre burst etc with a maximum road length of 1.8 km.

Width of pavement as per IRC for Two lane road without raised kerbs -7.5 m Shoulder – 1.5 m

xi) Hill Track

A hill track to practice uphill and downhill driving. On hilly roads the vehicles going uphill have the priority right of way and the vehicles going downhill should be given way so that they do not have to stop. The understanding of this principle must be taken care at the time of giving training in the Hill Track and Hair Pin bends.

Width of carriageway – 3.75 m

Shoulder – 1.5 m

xii) 10 Degree Gradient Road

xiii) 7 Degree Gradient Road

xiv) Hair pin bend

C) IDTS Requirements

- Control Room of size 4 m x 5 m of sufficient height from the ground (not on First floor) so that all tracks can be viewed by the Instructor or computer operator. Entry & Exit near Control room i.e. to install & remove RFID Reader attached to vehicle (Magnetic Clamp) as well to transfer RFID reader data to control room and vice-versa. Approximate time taken to transfer data 20 to 25 seconds depending on distance.
- Computerised Skill Driving Test covers Eight Shaped, S Shaped, Gradient & H Tracks. So necessary cross drainage channels need to be provided
- The track should be clear from Electric High Tension Wire. The high tension wires disturb the RFID signals.

CIRT

D) Other terms and conditions

- All designs should be futuristic with provisions for the following:
 - Water supply & Water filtration plant
 - Solar power for water heater/geyser and street lights
 - Storm water drainage ○ Rain water harvesting
 - Energy efficient techniques emphasizing the usage of natural light ○ Effluent treatment plant ○ Power supply for general areas ○ UPS for driving simulators and classrooms
 - Fire safety and first aid station
 - Water ○ Security, upkeep, anti-mosquito /pesticide, and anti-rodents measures.

- Preparation of Landscape Design for the entire area considered for Master plan and buildings for approval.

Annexure II

A Certificate of Authorization of Power of Attorney (if applicable),
(Format as per legal requirements as specified by your company lawyer)

OR

Letter of Authority in the form of a resolution by the Board of Directors of the Company
Annexure III

GENERAL CONDITION OF CONTRACT

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In these General Condition of contract (“Conditions”), the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

“**Acceptance Tests**” means the tests described as such the Testing Plans.

CIRT

“Advance Payment Guarantee” means any or all of the guarantees to be procured in accordance with Clause 20.2.

“Affected Party” means a party whose performance of its obligation under the contract is prevented, hindered, or delayed in whole or in part because of force majeure.

“Applicable Clearances” means any clearance, permit, authorization, consent, license (including without limitation, any import or export licenses), lease, ruling, exemption, filing, agreements or approval, required to be obtained and maintained by the consultant from time to time, in order to complete the works.

“Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notification made thereunder and judgements, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the contract.

“Assurance” means consultant’s continual responsibility towards appropriate performance of structure/any other activity under contract. In case requisite performance could not be achieved and after analysis it is established that the cause is the work performed by the consultant, the consultant is to provide appropriate remedial solution at his cost.

“Assurance Guarantee” means the guarantee to be procured in accordance with Clause 1.8.1.

“Assurance Period” means the period starting from the date of completion of work upto duration.

“CIRT” means the Central Institute of Road Transport, Pune.

“CIRT Representative” means the person, company, or firm appointed by CIRT to act as its representative for the purposes of the Contract so appointed from time to time by CIRT.

“Change” means any change to conditions of contract, which is instructed or approved as a change under clause 18.

CIRT

“Change Order” shall have the meaning ascribed to it in **clause 18.2.4**.

“Commencement Date” shall mean the date of execution of the contract by the parties.

“Completion of the Works” means the achievement of the criteria set out in clause 16.1 and **“Complete” “Completed” “Completion”** and **“Completing”** shall be construed accordingly and as certified by the Completion certificate.

“Confidential Information” means the contract and everything contained therein, all documentation, data particulars of the works and/or the project facility and/or the Project and technical or commercial information made by (or on behalf of) CIRT or obtained directly or indirectly from CIRT or CIRT representative by the consultant or which is generated by the consultant or any sub-consultant or any information or data that the consultant received or has access to as a result of the contract other than information.

- (a) Which is generally available in the public domain other than by any unauthorised actions or fault of the consultant; or
- (b) Which is in the possession of the consultant with a right to disclose:

“Contract” means the contract Agreement, these conditions, and the further documents (if any) which are listed in the contract agreement and initialled by CIRT and the consultant and includes any amendment thereto made in accordance with the provision hereof.

“Consultant” includes (without limitation to) any person, company, firm, organization, consortium with whom CIRT has entered into a Contract for execution of the works /providing services (eg. Consultancy, legal etc) and the permitted legal successors in title to the consultant, but not any assignee of the Consultant.

“Contract Agreement” means the agreement entered into or to be entered into by the parties and forming part of the Contract.

“Consultant’s Document” means in addition to the documents mentioned in clause 1.5.1, those documents to be prepared by the Consultant under the contract and such limitation, such technical documents specified in Technical conditions of contract and such data, drawings, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, programmes, erection and test data and all other information and documents including

CIRT

all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.

“Consultant’s Equipment” means all or any apparatus, machinery, equipment, vehicles, materials, plant tools and all other things required for the Execution of the Works and the remedying of any defects to be provided by the Consultant but Consultant’s Equipment excludes “Equipment”.

“Consultant’s Insurance” means the insurance policies to be purchased and maintained in full by the Consultant.

“Contract Price” means the Contract Sum subject to such additions thereto or deductions therefrom as made in accordance with Contract.

“Contract Sum” means the sum mutually agreed between CIRT and Consultant as the sum payable to the Consultant for the Execution of the works / services in accordance with the provisions of the Contract.

“Contract of Completion of the Work” means the date certified as such in the Completion Certificate in accordance with the Contract.

“Delay Event” means any event set out at Clause 14.3.

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecations, security interest, assignment, privilege or priority of any kind having the effect loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project Facility and/or the works, physical encumbrances and encroachments on the Project Site.

“Equipment” means any apparatus intended to be procured for the implementation of the Works, which either may be manufactured indigenously or may be procured from abroad.

“Execution Period” means the period beginning from the Commencement Date and ending on the Date of Completion of the Works.

CIRT

“Force Majeure Period” means, the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resume such of its obligations the performance of which was excuses in accordance with the Contract.

“Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence, safety and foresight in compliance with the undertakings and obligation under the Contract which would be expected form a skilled and experienced person engaged in the planning, design, execution, testing, implementation, operation and maintenance or supervision of monitoring thereof or any of them of works of the type, nature and scope similar to that of the Works.

“Intellectual Property” means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layout, confidential information, proprietary information and all other rights resulting from intellectual activity in the Industrial, scientific, literary or artistic fields.

“IDTR” means Institute of Driving Training & Research.

“Milestone Event” means the completion of a specific activity to be achieved, which reflects progress in the Execution of the works or the occurrence of an event in each case as identified as such in the Payment Schedule.

“Parties” means CIRT and the Consultant and **“Party”** means any on of those Parties.

“Payment Schedule” means the payment schedule described as such and set out in TENDER.

“Performance Standards” means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.

“Pre-Acceptance Test” means tests described as such in the Testing Plans.

“Project” means the I&C projects of Central Institute of Road Transport.

“Project Facility” shall mean facility being one or more of the following facilities as specified in the TENDER, being developed in accordance with the project and includes all its buildings,

CIRT

equipment, facilities. Software and systems and includes without limitation, where the circumstances so require, any expansion thereof from time to time and may include any new location to be separately mentioned in the TENDER.

“Project Site” means that part of the site as indicated in the TENDER, on, under and over which the Works are to be executed and any site to which any Consultant’s Equipment and Equipment are to be delivered and any other places as may be specified in the Contract as forming part of the Project Site.

“Punch List Items” means items of works of a minor or snagging nature which do not affect the performance of the Equipment, where agreed with CIRT, which remain incomplete at the Date of Completion of the Works.

“Related Works” means works other than the works, performed or undertaken by CIRT or other consultants of suppliers of CIRT or any consultant employed in connection with the Project Facility and/ or services related thereto or by public or private utilities or by other authorities or by any Relevant Authority, either prior to, concurrently or sequentially with the Works at on, over or adjacent to the connected to, associated or otherwise related to or relevant to the Works.

“Related Works Consultant” means any person or persons undertaking related works.

“Relevant Authority” includes the Department of Customs and Excise, the Ministry of Finance, the Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises or any other subdivision or instrumentality thereof any local authority, or any authority empowered by the Applicable Laws.

“Sub consultant” means a Sub consultant to whom a part of the Works has been subcontracted by Consultant or to whom the supply of any goods or materials or labour and services for the Works has been subcontracted as permitted under Clause 7 and the permitted legal successors in title to such person, but not any assignee of such person,

“Tax” means all forms of taxation, duties, fees, imports and levies including (but without limitation) income tax including withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profit tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import duties, excise duties, stamp duty, capital duty, social

CIRT

insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Consultant, its Sub consultants and any of their employees or CIRT (as the case may be and as set out hereunder), and the words “Taxation” and “Taxes” shall be construed accordingly.

“**TENDER**” means Request for Approval.

“**Termination Date**” means the date specified in the notice of Termination given by either party to the other party, from which the Contract shall stand terminated.

“**Time for Completion**” means the time for Completion of the Works as stated in TENDER or such time as may be varied from time to time in accordance with Contract, calculated from the Commencement Date.

“**Works**” includes all those activities listed in “scope of work” Annexure I, additionally all those activities related & necessary for achieving the performance of the facility & objectivity of the Project.

1.2 Interpretation

In the Contract, unless the context otherwise requires or as otherwise expressly stated:

1.2.1 The words imparting singular shall include plural and vice versa, and words denoting natural persons shall include partnership firms, companies, corporations, joint ventures, trusts, associations or other entities (whether or not having a separate legal entity):

1.2.2 Definition within Clauses have the meaning ascribed thereto:

1.2.3 Metric systems of measurement shall be used exclusively in the Contract.

1.3 Communications

The language to be used for all formal communications shall be preferably English. Wherever the Condition provides for any agreement, or the giving or issuing of any consent, approval, authorization, notice, certificate, request, determination, information or report (“Communication”) from or by any Party such communication shall be valid and effectual only if:

CIRT

- (i) In writing under the hands of a duly authorized representative of such Party and delivered by hand (against receipt), sent by recognized courier, registered mail, or transmitted by facsimile transmission; and
- (ii) Delivered, sent, or transmitted to the address for the recipient's communications as stated in TENDER.

1.4 Confidentiality

1.4.1 The bidder shall disclose to CIRT any Confidential Information and other information as CIRT may reasonably require for verifying the bidder's compliance with the Contract. Further, the Consultant shall not, without the previous written consent of CIRT, use, copy, publish, disclose or otherwise deal with, nor cause not permit its Sub consultants or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.

1.4.2 The Consultant shall not without the prior written permission of the CIRT Representative:

- (i) Disclose the Contract or an provision thereof or any specifications, plans drawing, pattern, sample, or information furnished by or on behalf of CIRT in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.
- (ii) make use of any document or Confidential Information enumerated in the Contract, except for the purpose of Contract; and
- (iii) Communication or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions quality or other information, concerning the Works.

1.4.3. Any document, other than the Contract and enumerated in the Contract shall remain the property of CIRT and shall be returned (in all copies) to CIRT on completion of the Consultant's performance under the Contract, if so required by the CIRT Representative.

1.5 Consultant's Document

1.5.1 The Consultant's Documents shall mean and include the following, which shall be deemed to form a part of the Contract.

- (i) Tender Document including letter forwarding the tender documents, instructions to Applicants, these Conditions;
- (ii) Consultant's PROPOSAL and the document attached thereto including the letters of clarifications thereto between the Consultant and CIRT prior to the award of the Contract except the extent of repugnancy;
- (iii) All the materials, literature, data and information of any sort given by the Consultant along with its PROPOSAL, subject to the approval of CIRT.
- (iv) Letter of award and any agreed variation of the conditions of the document and special terms and conditions of the Contract, if any, and
- (v) Such additional documents within such times and in such numbers and format as CIRT Representative may reasonably require.

1.5.2 The Consultant shall prepare all Consultant's Document and shall submit the Consultant's Documents to CIRT Representative as may be required /directed by CIRT representative and /or as called for in the Contract and in Numbers and format required by the Contract and/or by CIRT representative.

1.6 Conflict of Documents

1.6.1. IN case of any inconsistency between any of the constituent documents of the Contract, the following shall be the supervening /prevailing order of priority for such documents;

- (i) Contract Agreement;
- (ii) Other Consultant's Documents;
- (iii) General Conditions of Contract;

1.6.2. In the event of any conflict between the above mentioned documents, the decision of the CIRT Representative shall be final and binding upon the parties.

CIRT

1.7 CIRT Representative's Instructions

1.7.1. All instructions given by CIRT Representative or by any person executing delegated functions will be issued in writing and in such form as will be advised to the Consultant after the effective date.

1.7.2. Where the Consultant fails to comply with an instruction, CIRT may engage others to give effect to the instruction. All costs and charges incurred by CIRT in engaging others shall be paid by the Consultant to CIRT, may, without prejudice to any other method of recovery be deducted by CIRT from any monies due to the Consultant, or may be recovered as a debt due and payable to CIRT on demand.

1.8 Assurance

1.8.1 The Consultant shall, along with final bill claim provide to CIRT the Guarantee from a scheduled bank in India with a branch in Pune, in a sum equal to the amount specified in TENDER and in the form appearing in the Tender documents for the due observance and performance by the Consultant of the contract and which shall be maintained by the Consultant at its own expense in full force and effect until the date set out in TENDER and until the completion of assurance period.

2. THE CIRT REPRESENTATIVE

2.1 The CIRT Representative's duties and authorities.

The CIRT Representative shall be appointed by and shall be responsible to CIRT and shall carry out the duties specified in, or necessarily implied from the Contract and shall exercise the authority delegated to it by CIRT. The Consultant shall take instructions, notice, communications, decisions, and approvals only from CIRT Representative.

2.2.1 CIRT Representative may from time to time delegate any of its functions to assistants and may at any time revoke any such delegation. It shall notify the Consultant of the names, duties and scope of authority of such assistants, CIRT Representative may not delegate any duty or authority, and such assistants shall have no authority, to initiate any Change or to issue any certificate, notice, instructions or decisions, and approvals only from CIRT representative.

2.2.2 Any written communication between the Consultant and any assistant of CIRT representative shall immediately and contemporaneously be copies by the Consultant to CIRT representative.

CIRT

2.2.3 Any examination, testing or similar act by any assistant of CIRT representative , in accordance with its delegation, shall have effect as though it had been an act of CIRT representative.

However, if the Consultant questions any communication of an assistant of CIRT Representative, the Consultant shall, not later than 7 (seven) days after receipt of such communication, refer the matter to CIRT Representative, who shall confirm, reverse or vary such communication.

2.3 Duration of powers and authorities.

The powers and authorities vested in the CIRT Representative and the functions of any assistance of CIRT Representative under the Contract shall continue and be in force until the duties of CIRT Representative set out in the Contract have been fully discharged or until the CIRT representative revokes or removes the assistant's powers and authorities or until the period specified in the delegation to it expires.

2.4 CIRT Protection

The parties acknowledge and agree that provision in the Contract to the effect that work to be done under the Contract shall be carried out with the consent, non-objection or the satisfaction of or be certified, determined, accepted, confirmed or inspected by the CIRT Representative are inserted as protection to CIRT and it is the sole responsibility of the Consultant to ensure that the Works are executed in all respects in accordance with the Consultant's obligations under the Contract. The Consultant further acknowledges and agrees that no payment by CIRT nor any expression or implication of satisfaction or acceptance nor any action, examination, comment, rejection, confirmation, certified, determination, consent, non-objection, approval or notice by the CIRT representative or failure to do the same shall restrict, debar, exclude or waive any claim, rights or actions whatsoever by CIRT for breach of any such obligation by the Consultant.

3. COMMENCEMENT

3.1 Condition Precedent

The Contract shall become legally binding and in force only upon, satisfaction of any other condition(s) required by CIRT.

4. THE PROJECT SITE

4.1 Access to and possession of the Project site

CIRT

4.1.1 Save insofar as the Contract may prescribe.

- (i) The extent of portions of the project site of which the Consultant is to be given access from time to time; and
- (ii) Order in which portions shall be made available to the Consultant

CIRT will, simultaneously from the Commencement date, give to the consultant uninterrupted access to and possession of only so much of the Project site as may be reasonably required by the consultant to commence and proceed with the execution of the works. The Consultant represents that it shall not part with or create any Encumbrance on the whole or any part of the Project site for any purpose other than for the purpose of the Execution of the Works and shall bear all costs and charges for any access required by it additional to those provided by CIRT.

4.1.2 The Consultant shall not be entitled to uninterrupted access to exclusive possession of any part of the Project Site during execution of the Works at the project site and the Consultant's rights of access to and possession of any part of the project site shall in addition be subject to:

- (i) Any rights of public passage or access existing over any part of the project site from time to time.
- (ii) The right of CIRT, the CIRT representative, the Related Works Consultants, and representatives of any statutory authority, to have access to:
 - (a) View the Works or any operations at the Project Site on reasonable notice; and
 - (b) Visit and use, and their staff and visitors may visit and use, any facilities provided on the Project site for their use and
 - (c) The Project site at any time in an emergency situation as any of them (acting reasonably) considers necessary in the circumstances; Provided always that such persons shall comply with all relevant safety procedures.

4.1.3 The Consultant shall liaise with each of the related works Consultant(s) in relation to when the various portions of the Project site will be made available to the Consultant. The Consultant shall keep the CIRT representative fully informed as to all communications with such related works consultants.

4.2 Unauthorised Persons

The Consultant shall be fully responsible for the presence on or around or for the entry to the Project site or for any other act, omission, default or interference affecting the project site or the execution of the works, by or caused by any person not authorized to be on the Project site and any such act, omission, default or interference shall not be a breach of the obligations of CIRT to provide access to the project site.

5. CONDITION OF THE PROJECT SITE

5.1 Information from CIRT

The Consultant acknowledges and agrees that any information and data on climatic, hydrological, topographical and general conditions relating to the Project Site made available to it by CIRT has been done so for the convenience of the Consultant and that the Consultant enters into the contract based upon its own investigations and determinations.

5.2 Consultant to Inspect

The Consultant warrants that it has, to its complete satisfaction, examined and inspected the project site and its surroundings and where applicable, any existing structures of works on, over and under the Project site and is familiar with and has satisfied itself with the Project site conditions including this climate, topography access to and from the Project site, safety, availability of labour, water and electricity. No claim by the Consultant regarding misunderstanding or misapprehension in respect of matters related to this clause shall be maintainable.

6. THE CONSULTANT

6.1 The Consultant's General Responsibilities

6.1.1 Subject to and in accordance with the terms and conditions of the Contract, the Consultant shall, to the satisfaction of CIRT and CIRT representative, execute the Works and carry out its other obligations under and /or in relation to the contract and provide all personnel and labour including the supervision thereof, materials, offices, workshops , tools, machinery equipment and all other resources and things whether of a temporary or permanent nature, required herein, and shall assume full responsibility for the same so as to meet the Time for Completion.

6.1.2 The Consultant shall at its own expense:

CIRT

- (i) take full responsibility for the adequacy, stability of the equipment and onsite and off-site operations, testing and reliability and acceptance procedures:
- (ii) At all times ensure that it has sufficient, suitable and qualified personnel at the Project site and in sufficient number to undertake the responsibilities imposed upon the consultant under the Contract and to provide full attention to the Execution of the works.

6.2 The Consultant's Representations And Warranties

The parties agree that the principal objective of the contract is the timely completion of the project facility of which the Works form an integral part and that time is the essence of the contract. . The Consultant warrants that it is fully experienced in the planning, programming, design (to the extent required by the contract) for the scope, complexity, size and technical sophistication of the works and that It possesses the level of skill and expertise CIRT is entirely reliant and the consultant hereby represents and warrants to CIRT that; **Design (to the extent required by the contract)**

- 6.2.1 it has satisfied as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Contract..
- 6.2.2 it shall exercise in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the expertise necessary for similar projects of the size scope complexity and technical sophistication of the Works keeping in mind good industry practices;
- 6.2.3 the Works have been and will continue to be designed and specified utilising state of the art systems procedures and technology in compliance with the contract.
- 6.2.4 the consultant further warrants that upon the Date of completion of the Works, the Works will be in a condition which will enable CIRT to meet those Performance standards which relate to the Works;
- 6.2.5 that it recognizes that the process of optimizing, developing and finalizing the design of the Works will require the closest consultation, cooperation and coordination between itself, CIRT, the CIRT representative, equipment suppliers any relevant authority and the related works consultants and that it has taken account of the same in the contract sum.
- 6.2.6 That it is fully responsible for the integration of and for the full and complete coordination of the works with the related works and that;

CIRT

- (i) The contract sum is inclusive of the cost of the Consultant's compliance under this clause 6.2 and Clause 10; and
- (ii) The Consultant has programmed and will continue to programme the execution of the works in such a way so as to ensure its compliance with its compliance with its obligations in respect of related works as set out in Clause 10.

6.2.7 The works will be executed and defects remedied in accordance with good industry practices, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all applicable laws and be in accordance with technical conditions of contract and other requirements of the contract.

6.2.8 The personnel to be employed by the Consultant shall be properly skilled, competent and experienced having regard to the nature and extent of the works.

6.3 Indemnity

6.3.1 The Consultant shall at all times save harmless and indemnify CIRT from and against all claims, liabilities expenses, costs, damages and losses suffered or incurred by CIRT including consequential losses and damages which may arise out of or in connection with any defect, damages during transportation, inadequacy or unsuitability of the design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the contract or the remedying thereof either by the consultant, CIRT or by other employed by CIRT.

6.3.2 CIRT rights under this clause 6.3.2, are without prejudice to any other right which it may have whether at law or otherwise.

7. SUBCONSULTANTS

7.1 Subcontracting

The Consultant shall not sub contract any part of the works without prior consent of the CIRT representative. Any such consent shall not relieve the consultant from any liability or obligation under the contract and the Consultant shall be responsible for the acts, defaults, omissions and neglects of any sub-consultant, his agents, servants or worker.

The Consultant may sub contract any part of the Works but not subcontract the whole of the works under any circumstance. Each subconsultant's parts shall not be worth more than the percentage of the contract sum as specified in TENDER. Any company responsible for Works more than this percentage of the contract sum shall be a joint venture or consortium partner.

7.2 Subconsultant's warranty and Assignment of sub-consultant's obligations

The consultant shall procure the assignment of warranties by the sub-consultant, any continuing obligation of a sub-consultant extending for a period exceeding that of the warranty period shall be disclosed to CIRT representative by the consultant and be assignable to CIRT or its nominee. The Consultant shall ensure that the sub-consultant shall at any time, assign to CIRT, at CIRT representative's request such continuing obligation of a sub contract exceeding the warranty period and the benefit of such obligation for the unexpired duration hereof.

7.3 Responsibility

7.3.1 Sub-contracting does not relieve the consultant from any of its liabilities or obligation under the contract.

7.3.2 The Consultant shall be fully responsible for the acts, defaults, omissions and neglects of any sub-consultant and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Consultant.

7.4 Subcontract Terms

The consultant shall procure that

7.4.1 Every sub-consultant has knowledge of the relevant terms of the contract and provisions in the contract relating to confidentiality and each subcontract entered into by the Consultant shall be let on such terms and conditions as are reasonably necessary for the Consultant to ensure compliance with its obligations under the contract.

7.4.2 The sub-consultant provides like warranties and indemnities as given by the consultant to CIRT.

8. SUFFICIENCY OF THE CONTRACT SUM

The Consultant shall be deemed to have satisfied itself before entering into the contract as to the correctness and sufficiency of the contract sum and of the rate and prices. The contract sum is a lump sum fixed price and will not be adjusted save as expressly provided in the contract.

9. ENVIRONMENTAL COMPLIANCE

The consultant shall comply with all environmental requirements stipulated in the Contract and with all applicable laws and regulations having application to the project facility, including but not limited to standards for noise and vibration levels and air borne and water borne pollutants.

10. RELATED WORKS

10.1 Acknowledgement

The Consultant acknowledges that related works shall be performed and that it is of paramount importance that the execution of the works are fully and completely coordinated with the related works in view of their concurrent and sequential nature. The Consultant also acknowledges that such coordination is of the utmost importance to the successful integration of the works with the related works and to the timely completion of the project facility and the avoidance of unnecessary duplication of efforts. The Consultant agrees that it shall take all necessary steps to coordinate with the related works consultants for the integration of the works and the related works.

10.2 Failure to Coordinate

In the event that the execution of the works and execution of the related works are not being coordinated and integrated to the reasonable satisfaction of CIRT, CIRT may issue such instructions as are necessary including, but not limited to

- 10.2.1 suspending the progress of the execution of the works or any part thereof and /or
- 10.2.2 changing the works including the omission of work from the contract and its execution by others.

For the avoidance of doubt, where CIRT acting reasonably, determines that an instruction under this Clause 10.2.2 is required as a result of a breach by the consultant of its obligations under this Clause 10.2.2, the consultant shall not be entitled to any payment whatsoever in respect of any such instruction or to any extension of time in respect thereof and the costs to CIRT of such instruction including the cost of any such suspension, or removal and execution by others shall, without prejudice to CIRT's rights under the contract be deducted from the contract sum.

CIRT

10.3 Consultant's Indemnities

The Consultant shall indemnify and keep indemnified CIRT against all claims, proceedings, damages, costs, losses, charges and expenses of any nature whatsoever including any consequential losses or damages arising from the consultant's failure to comply with its obligations under this clause 10.

11. CIRT NOT LIABLE FOR DAMAGE

CIRT shall not at any time be liable for the loss of or damage to any of the consultant's equipment.

12. LABOUR AND CONSULTANT'S PERSONNEL

12.1 Labour Compliances

12.1.1 In the employment of labour for the Execution of the Works the Consultant shall comply and shall require its Sub Consultants to comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen or any subsequent modification or re-enhancement thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standard orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

12.2 Consultant to Indemnify

The Consultant shall Indemnify CIRT against any claim for legal action arising out of the Applicable Laws due to the failure of non-compliance of the provision of the Applicable Laws which arise out of or in connection with the employment of any labour for the Execution of the Works and penalty or any other amount levied by the authorities from CIRT, shall be recoverable from the payments due to the Consultants or from the security deposit or both, as debt due and payable on demand.

12.3 Engagement of Labour

The contactor shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply

of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

12.4 Consultant's Personnel

12.4.1 General

The Consultant shall at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Consultant under the Contract and to provide full attention to the Execution of the Works.

12.4.2 The Consultant's Project Organisation Chart

12.4.2.1 The Consultant's Project Organisation Chart to be submitted by the Consultant to the CIRT shall show the proposed organization to be established by the Consultant for carrying out the Works and shall be consistent with the Consultant's project organization chart submitted with the Tender submission. The chart shall evidence that the Consultant has the requisite permission in place and that it has designated and proposed suitable persons as Key Personnel, whose identities and bio-data it shall include with the Consultant's Project Organisation Chart, to supervise the Execution of the Works and to deal with CIRT or the CIRT as appropriate.

12.4.2.2 The Consultant shall promptly notify the CIRT of any proposed revision or alteration of the Consultant's Project organization Chart.

12.4.3 Key Personnel

12.4.3.1 The CIRT shall be entitled to interview any or all of the persons designated and proposed as Key Personnel before deciding whether or not to consent to their appointment, If CIRT interview any of the Key Personnel, CIRT shall be deemed to consent to such Key Personnel if it makes no objection within [3(three)] days of the interview of the last proposed person to be interviewed. If CIRT objects to any of the proposed Key Personnel within such 3 (three) day period, then the Consultant must nominate a replacement or replacements as applicable within [7(seven)] days and this Clause 13.4.3.1 applies to such nomination.

CIRT

12.4.3.2 The Key Personnel are to be engaged throughout the period of the Contract and shall include suitably qualified and experienced personnel for one or more of the positions as set out in the TENDER.

12.4.4 Technical Assistants

12.4.4.1 The Consultant and, where appropriate any Sub consultant shall provide and employ in connection with the Execution of the works only such engineers and technical assistants as are skilled and experience in their respective callings and such engineers, managers, sub-s, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

12.4.5 Removal of Consultant's Employees

The CIRT may object to and require the consultant to immediately remove from the Works at the Consultant's expense any person employed by the Consultant or its sub-consultants in relation to the Works and such person shall not be employed again upon the Works without the written permission of the CIRT. Any person so removed from the Works shall, unless the CIRT specified otherwise, be replaced, at the consultant's expense as soon as possible by a competent substitute approved by the CIRT.

13. TIME FOR COMPLETION

The Consultant shall complete the works within the Time for completion or such other time as may be determined in accordance with Clause 14.

14. EXTENSION OF TIME FOR COMPLETION

14.1 Consultant's notice of event likely to cause delay

The Consultant shall closely monitor the progress of the Works and shall give written notice to CIRT, with a copy to CIRT.

14.1.1 As soon as it can foresee any incident, circumstance and /or event of any nature affecting or likely to affect the progress of the Works such that the completion of the works will be or is likely to be delayed; or

14.1.2 Should it have been unable to foresee such a incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident,

CIRT

circumstance and /or event which has affected or is likely to affect the progress of the works such that Completion of the Works will be or is likely to be delayed.

14.2 Reasons for delay and extension of time

It shall be a condition precedent to any extension of time by CIRT under any provision of the Contract, that in respect of each and every incident, circumstance or event identified in the notice given in accordance with Clause 14.1, the Consultant shall, as soon as possible after such notice but in any event not later than (30 {thirty} days) after such notice or such longer period as CIRT may in its absolute discretion determine, notify CIRT in writing of any factors and the relevant Contract provision which it considers may entitle it to claim an extension of time together with a statement, providing details, reasons, explanation and any further substantiation for the delay.

14.3 Delay Events

Subject to the other provisions of this Clause 14, the Consultant will only be entitled to an extension at the Time for completion where a delay to the achievement of completion is caused by:

- 14.3.1 a change instructed other than where such change is instructed as a consequence of any default or breach of the Contract by the Consultant : or
- 14.3.2 any act, omission, default or breach by CIRT or
- 14.3.3 A Force Majeure Event

14.4 CIRT to determine extension

Subject always to proper compliance by the Consultant with the provisions of this Clause 14, CIRT shall determine any extension of the Time for Completion and shall notify CIRT and the Consultant accordingly.

14.5 Compliance

14.5.1

- (i) the Consultant shall constantly use its reasonable endeavours to prevent and /or minimize delay in the progress of the works , howsoever caused, and to prevent completion of the works being delayed or further delayed beyond the Time for Completion and the Consultant shall not be entitled to an extension of time in respect of any cause of delay nor for any period of delay which by the exercise of

CIRT

reasonable endeavours could be avoided or reduced to the extent that such could have been reduced). The onus of proving that the Consultant has exercised all reasonable endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Consultant.

- (ii) the Consultant shall not under any circumstances be entitled to an extension of time where the delay or likely delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavour of the consultant or any persons for whom it is contractually or otherwise responsible.
- (iii) The Consultant shall have kept and maintained such records (including those referred to in the notice under this Clause 14 (Extension of Time for completion) as may be reasonable necessary to support any claim for an extension of time it may subsequently wish to make;

14.5.2 The CIRT shall not be obliged to take into account any circumstances, which are not notified to it in accordance with the periods referred to in this clause 14 but may upon the written request of the consultant extend the said periods if it considers the request for such extension reasonable.

15. **COMPLETION OF WORKS**

15.1 The Date of completion of the works shall be the date upon which the following criteria have been satisfied or waived in writing by CIRT as its sole discretion:

- (i) the Execution of the works, other than the performance of obligations to be performed during the Assurance period, has been completed in accordance with the Contract,
- (ii) all outstanding work which CIRT required to be completed before issue of the Completion certificate, has been satisfactorily completed;
- (iii) the Consultant has provided to CIRT any amendment or update of any information and documentation, which is required by CIRT.

15.2 The Consultant acknowledges that until the Works are complete, CIRT shall not be able to commence the project.

16. **ASSURANCE PERIOD**

16.1

16.1.1 The CIRT shall have the right, but not the obligation, to instruct the Consultant in writing to execute all such work of defect analysis, root cause identification, and

CIRT

necessary corrective action for the related work in case of unsatisfactory performance of the system if it is felt that there is a plausible cause related to the work and any part thereof, as the case may be, carried out by the consultant, at any time during the Assurance period.

16.1.2 All such work instructed under Clause 17.1.1 shall be carried out by the consultant at its own expenses.

16.1.3 At all times during the Assurance period CIRT shall be fully entitled to execute all work of defect analysis, root cause identification, and necessary corrective action or other faults in the Works and any part thereof, as the case may be, by its own workmen or by other consultants and if the necessity thereof shall in the opinion of the CIRT be due to, not making use of appropriate resources, knowledge base, expertise needed for the achieving final goal of the facility or negligence or failure on the part of the Consultant, CIRT shall be entitled to recover from the Consultant the cost thereof or may deduct the same from any monies due or that become due to the Consultant.

16.2 Continuing Obligations

16.2.1 Notwithstanding the expiry of the Assurance period the Consultant shall remain liable for the fulfilment of any obligation incurred under the provisions of the contract prior to the expiry of the Assurance period which remains unperformed upon the expiry of the Assurance Period and, for the purpose of determining the nature and extent of such obligation, the contract shall be deemed to remain in force between the parties.

17. CHANGES

17.1 General

17.1.1 The Consultant shall not carry out any change except as directed by CIRT representative. The CIRT representative shall have the power to, from time to time, for the execution of the works, to instruct the consultant, by notice in writing to carry out changes without prejudice to the contract.

17.1.2 The Consultant acknowledges and accepts that no change shall in any way vitiate or invalidate the contract.

17.1.3 Subject to the terms of this Clause 17, the consultant will be required to perform any change howsoever initiated and be bound by the same conditions as far as applicable, as though said changes occurred in the contract.

17.2 Procedure for Changes

17.2.1 CIRT representative has the right to initiate a Change at any time by either

- i) instructing in writing a Change Order in which case the consultant shall comply with clause 17.2 or
- ii) issuing a written notice proposing a change (a "Change Notice").

17.2.2 Within {14 (fourteen)} days of receipt of change notice, the consultant shall provide to CIRT representative a written statement setting out detailed particulars of any effect the proposed change would have on the Works and related works and/or any other provisions of this Contract if the proposed change is effected (a "Change Notice Response")

17.2.3 Following receipt of a Change Order, the Consultant must immediately implement the Change subject to the following terms:

- (i) the contract sum will, be amended in accordance with the principles to be mutually agreed between CIRT and the Consultant;
- (ii) any extension of time will be determined and CIRT representative is entitled to take account of the Consultant's estimate (if any) when determining such extension of time;
- (iii) these conditions (as amended from time to time) will apply to the change as though it is formed part of the works.

17.2.4 Following receipt of a Consultant's change notice response, CIRT representative may either:

- (i) issue a written Change Order to the Consultant, on such terms and conditions as CIRT representative may deem appropriate, or
- (ii) withdraw the change notice

The Consultant shall not to be entitled to any costs or extension of time as a result of preparing a Change notice response.

17.2.5 If:

- (i) the Consultant fails to comply with its obligation under Clause 17.2; or
- (ii) if the CIRT Representative rejects the information provided by the Consultant pursuant to Clause 17.2;

CIRT shall be entitled, following notification to the Consultant, to engage a third party to perform the change, in which case the consultant shall cooperate fully with any such third party.

17.3 Consultant's Changes

17.3.1 the Consultant may, from time to time during its performance of the contract, propose to CIRT representative any change which the Consultant considers: (i) necessary for the proper execution of the works or (ii) which adopted will:

- a) Substantially reduce the cost of Executing, maintaining and operating the Works or the Project; or
- b) Improve the efficiency or value to CIRT of the completed works (including a reduction in the life cycle costs associated with the Project) or
- c) Otherwise be of benefit financial or otherwise, to CIRT and such proposal must be in writing and shall be in the form of and contain such information as required of a Change Notice Response referred to in clause 17.2.2

17.3.2 Where clause 17.3.1 (i) applies CIRT representative may either:

- (i) issue a written Change Order to the consultant and the consultant and the Consultant shall implement the Change in accordance with Clause 17.2.2; or
- (ii) reject the Change proposed by the Consultant.

The Consultant shall not be entitled to any costs or extension of time as a result of preparing a proposal in accordance with Clause 17.3.1

17.3.3 CIRT Representative may, at its sole discretion, accept or reject the consultant's proposed change and failure by CIRT representative to respond within 14 days shall be deemed to be a rejection.

17.3.4 If in the opinion of the Consultant, any Change proposed by CIRT representative prevents or is likely to prevent the Consultant from fulfilling his obligations under the Contract, the Consultant shall notify the CIRT representative thereof in writing and the CIRT representative shall decide forthwith whether or not the same shall be carried out by the Consultant. In case the CIRT representative confirms that the Change shall be carried out, the consultant's obligations under the contract shall be modified to and may be mutually agreed to between the parties.

17.4 Omissions

17.4.1 The Consultant acknowledges that a change may involve the omission of any part or parts of the Works upto 10% (ten percent) of the total contract price and the

CIRT

consultant acknowledges and agrees that CIRT may engage others to carry out that parts so omitted.

17.4.2 On the omitted Works, the consultant shall be entitled to payment, 10% (ten percent) of the value of omission, which shall include consultant's profits and overheads.

18. INTELLECTUAL PROPERTY

18.1.1 All Intellectual property, which is proprietary to CIRT or the consultant, shall be the exclusive property of CIRT or the Consultant respectively, as the case may be.

18.1.2 All Intellectual property jointly developed by CIRT and the consultant or developed by the Consultant for the purposes of the performance, execution and implementation of the Works shall be the exclusive property of CIRT. The Consultant shall however be entitled to use such intellectual property for a period of 5 (five) years without payment of any charges to CIRT provided that such Intellectual property is used by the Consultant itself for development of facilities owned by the Consultant shall be permitted subject to the execution of a nonexclusive and revocable license agreement with CIRT on such terms and conditions as may be agreed to between CIRT and the Consultant.

18.2 Infringing Matter

18.2.1 The Consultant warrants and represents that:

- (i) it has all rights and licenses necessary to grant, assign and transfer to CIRT licenses and assignments in accordance with this Clause 19.1.2 and
- (ii) there is and will be no infringement of any Intellectual property, in respect of the rights licenses and transferred to CIRT pursuant to clause 19.1.2 or assigned otherwise used in connection with the Works.

18.2.2 The Consultant shall indemnify and hold harmless CIRT against all issues, claims, damages, liabilities, costs and expenses (including legal costs) incurred by it in respect of any breach of the warranty in Cause 19.2.1.

18.2.3 If either CIRT or the Consultant is prevented from operating or using the Works or any Intellectual Property or any part thereof ("infringing matter") the Consultant must at its own expense, in addition to its other obligation under the Contract, take all steps necessary to procure for CIRT the right to operate or use the infringing matter for its intended purpose.

18.3 Patent Rights and Royalties

18.3.1 Royalties and fees for patents covering equipment, materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included in the contract sum. The consultant shall satisfy all demand that may be made at any time for such royalties or fees and the consultant shall be liable for any damages or claims for patent infringements and shall keep CIRT indemnified in this regard. The Consultant shall, at his own cost, and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works and in case of any award of damages, shall pay for such damages. In the event any apparatus or equipment or any part thereof furnished by the Consultant, is in a suit or proceeding is held to constitute infringement and its use is enjoined, the consultant shall at his option and his own expense, either procure for CIRT, the right to continue the use of such apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it so it becomes non-infringing.

19. PAYMENT

19.1 Payment Schedule

The payment Schedule shall be as per The Terms of Reference

19.2 Terms of Payment

The Terms of Payment shall be as provided in Terms of Reference.

19.3 Currency of Payment

The Contract Price and all payments to be made to the Consultant in respect thereof shall be Indian Rupees.

19.4 CIRT right to set off

CIRT shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Consultant under the Consultant, any amount or amounts, which the Consultant is liable to pay to CIRT under the Contract.

CIRT

20. TAXES AND DUTIES

20.1 Consultant to Pay Taxes

Unless specifically stated elsewhere in the Contract, the Consultant is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

20.1.1 all Taxes imposed and assessments made in relation to the Consultant's Equipment;

20.1.2 all contribution payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Consultant or its Subconsultants in respect of the Works, including Taxes or contributions for workers compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

20.1.3 the Consultant indemnifies and keeps indemnified CIRT against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment;

20.1.4 CIRT shall pay the applicable GST to the consultant over and above the sum quoted.

20.2 Withholding Tax/ Income Tax deducted at Source

The Consultant shall be responsible for payment of all Taxes on the income, surcharge on income tax and corporate tax in respect of the Contract, irrespective of the mode of contracting. CIRT or CIRT Representative shall not in any way be liable for payment of such taxes. CIRT shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deduction (as the case may be), from any payment made to the Consultant. CIRT shall provide certificate certifying the deduction so made.

20.3 General

20.3.1 The Consultant must provide sufficient information regarding the nature and cost of the Works to enable all the relevant statutory obligations of CIRT that are dependent upon that information to be satisfied.

20.3.2 The consultant shall fully indemnify, save harmless and defend CIRT including its officers, servants, agents and subsidiaries as well as the CIRT Representative from and against any and all loss and damage arising out of or with respect to failure of the Consultant (a) to comply with Applicable Laws and Applicable Clearances and / or (b) to make payment of Taxes relating to the Consultant's Subconsultant's and

CIRT

representatives income or other Taxes required to be paid by the Consultant without reimbursement hereunder and / or (c) to pay amounts due as a result of materials or services furnished to the Consultant or any of its Subconsultant which are payable by the Consultant or any of its Subconsultants or any other person employed or engaged by the Consultant in connection with the Works.

21. CONSULTANT'S COVENANTS

21.1 Improper Equipment

The CIRT Representative, without prejudice to the generality of its powers, shall have the authority to issue instructions (which shall be effected by the Consultant with all reasonable speed and at its sole expense without any right to an extension of time) from time to time for 21.1.1 proper re-Execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of any workmanship by the Consultant is not, in the reasonable opinion of the CIRT Representative, in accordance with the Contract; and

21.1.2 such testing, as it may consider necessary or desirable following any instruction issued pursuant to this Clause.

21.2 Illegal Gratification

21.2.1 Bribe, commission, gift or advantage: Any bribe, commission, gift or advantage given or offered by the Consultant directly or through its partner, agent, officer or employee of CIRT, or to any person / institution connected with CIRT, in relation to obtaining or the execution of this or any other Contract with the CIRT Representative or CIRT, shall in addition to any criminal liability which the Consultant may incur, subject the Consultant to termination of the Contract and all other Contracts with CIRT, and liability for payment of any loss or damage to CIRT, resulting from such termination. CIRT shall be entitled to deduct the amounts so payable from any money / moneys due the Consultant alone, or jointly under the Contract or any other contract with CIRT. The Consultant shall be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, by the Consultant when the Contract is so terminated.

21.2.2 Monetary dealing of Contract with employee of CIRT or CIRT Representative: The Consultant shall not lend or borrow money from, or enter into any monetary dealings or transactions directly or indirectly, with any employee of CIRT Representative or CIRT, and if the Consultant does so, CIRT shall be entitled

CIRT

forthwith to terminate to Contract and all other Consultants with CIRT. The Consultant

shall be liable to pay compensation for any loss or damage to CIRT resulting from termination and CIRT shall be entitled to deduct the amount so payable from the money (s) due to the Consultant.

21.2.3 Settlement of dispute as to commission of such offence: If any question of dispute as to the commission of any such offence arises under Sub-Clauses (bribe, commission, gift or advantage) and (monetary dealer of Consultant with employee of CIRT or CIRT Representative), the same shall be settled by CIRT Representative, in such manner as the CIRT Representative shall consider fit and proper, and such decision shall be final and binding.

21.3 Care of the Works, Liability for Accidents and Damage

21.3.1 Damage to persons and property

The Consultant indemnifies and keeps indemnified CIRT against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Execution of the Works and the remedying of any defects therein and against all claims demands, proceeding, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21.4 Suspension of Works

CIRT reserves the right to suspend and re-instate the Execution of the whole or any part of the Works or the delivery of any Equipment, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the CIRT Representative to the Consultant in writing vide a suspension, properly protect and secure the Works and the goods and Equipment and shall not remove any goods or Equipment from the Project Site without the prior consent of the CIRT Representative and the Consultant shall take all reasonable measures to minimize the costs and losses of the suspension to CIRT. The Consultant shall undertake any necessary action instructed by the CIRT Representative to remedy the circumstances that led to the suspension and the Consultant shall notify the CIRT Representative immediately upon completing such action. Upon resumption of the Works, the Consultant shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works, the Equipment or any

part thereof that Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Consultant.

22. FORCE MAJEURE

22.1 Force Majeure – Obligation of the Parties

22.1.1 “Force Majeure” shall mean any event beyond the control of CIRT or other Consultant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague; (iv) Earthquake, fire, flood, or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out the date, nature, extent, proof and the damage cause by the Force Majeure event.

22.2 Meetings with CIRT Representative

As soon as reasonably practicable and in any case within [5(five)] days of notification by the Affected Party in accordance with the preceding Clauses 22.1, the Parties shall along with CIRT Representative and others, meet and hold discussion and where necessary conduct physical inspection and / or survey of the Works to assess the impact and formulate mitigation measures for the Force Majeure Event.

22.3 Performance obligations

22.3.1 If the Affected party is rendered wholly or partially unable to perform any of its obligations under the Contract because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform provided that in case the Affected party is the consultant, the consultant shall be entitled to an extension of time.

22.3.2 When the Affected party is able to resume performance of its obligations under the contract, it shall give to the other party written notice to that effect forthwith and shall promptly resume performance of its obligations hereunder.

22.3.3 The Affected party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with the contract.

22.4 Liability for Other Losses, Damages etc.

Save and except as expressly provided in this Clause 22 neither part hereto shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims demand and proceeding relating to or arising out of occurrence or existence of any event of Force Majeure.

22.5 Exceptions to Force Majeure

None of the following event shall be construed to relieve any party of its obligations hereunder by reason of Clause 22

(i) Any changes in market conditions including without limitation change that affect the supply prices of the Goods; (ii) Commercial impracticability or hardship; (iii) A Party's lack of funds.

23. DISPUTE RESOLUTION PROCEDURE

23.1 Amicable Resolution and Mediation

23.1.1 Amicable Resolution and Meditation

Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to the contract including disputes, if any with regard to any acts, decision or opinion of CIRT representative and so notified in writing by either party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably with the procedure set out in clause 24.1.2 below.

23.1.2 Either party may require such Dispute to be referred to a person nominated by each part, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute.

23.1.3 In the event that the dispute in question is not resolved amicably within 15 days of such between the parties in accordance with Clause 23.1.2 either party may refer the dispute to arbitration in accordance with clause 23.2.

23.2 Arbitration Procedure

Save where expressly stated to the contrary in the Contract, any dispute shall be finally settling by binding arbitration under the Arbitration and Conciliation Act 1966 Act and in accordance with the UNICTRAL rules (the "Arbitration Rules") by three arbitrators appointed in accordance with the Arbitration Rules.

23.3 Place of Arbitration

The place of arbitration shall be Pune, Maharashtra state.

23.4 English language

The request for arbitration, the answer to the request, and the terms of reference, any written submission any orders, and awards shall be in English and if oral hearings takes place, English shall be the language to be used the hearings.

23.5 Enforcement of Award

The Parties agree that the decision or award resulting from arbitrations shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

23.6 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

24. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

24.1 Representations and Warranties of the Consultant

The Consultant represents and warrants to CIRT that:

24.1.1 it is duly organized, validly existing and in good standing under the laws of incorporation of companies in India or in the country of its incorporation;

24.1.2 it has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;

CIRT

- 24.1.3 it has taken all necessary corporate and other action under Applicable laws and its constitutional documents to authorize the Execution , delivery and performance of the contract;
- 24.1.4 it has the financial standing and capacity to execute the works
- 24.1.5 the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 24.1.6 it is subject to the Applicable laws with respect to the contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 24.1.7 it has complied with all Applicable laws and has not been subject to any fines, penalties, relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect upon the works;
- 24.1.8 no representation or warranty by the consultant contained herein or in any other document furnished by it to CIRT in relation to applicable clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading and
- 24.1.9 no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the consultant to any person to procure the contract or any other benefit under the contract to procure other consultant in relation to which the consultant may be a party in relation to the project.
- 24.1.10 Without prejudice to any express provision contained in the contract, the consultant acknowledges that prior to the execution of the contract, the consultant has after a complete and careful examination made an independent evaluation of the Project site, the technical conditions of contract and any information provided by or on behalf of CIRT and has made an inspection of the Project site and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the consultant in the course of performance of its obligations hereunder.

25. TERMINATION

25.1 Termination

- 25.1.1 Subject to the other provisions of the Contract, CIRT shall have the right to serve a notice of termination of the contract on the Consultant and forthwith terminate

CIRT

the Contract without prejudice to any of its other right and remedies against the Consultant and without being liable to pay any loss or compensation if :

- (i) if any distress or execution is levied upon any of the assets of the Consultant;
- (ii) at any time during the currency of the Contract there is a change in the effective control of the consultant as at the date of the contract;
- (iii) The consultant fails to complete, test and commission the Consultant's works /project facility within the Time for completion or commit any other violation /breach of the terms and conditions of the contract which is not rectified within 14 days of the date of receipt of notice from CIRT in this regard.
- (iv) Any of the following events occurs:
 - (a) The passing of a resolution by the shareholders of the consultant for the winding up of the consultant
 - (b) The appointment of a liquidator in proceeding for the winding up of the consultant or the consultant entering into a compromise with its creditors; or
 - (c) The making by the court of an order winding up the Consultant (d) The consultant either:
 - Appoints a sub-consultant without the prior approval of CIRT, or terminates any of the sub-consultant or
 - Having terminated any of the sub contracts with the consent of CIRT, appoints a replacement sub-consultant without prior approval of CIRT
 - (e) The Consultant without the consent of CIRT assigns or transfers all or any of its rights or obligations under the Contract;
 - (f) The Consultant repudiates the Contract or otherwise evidences an intention not to be bound by the contract or
 - (g) The expropriation, confiscation, compulsory acquisition of the project facility;
 - (h) As a result of Force Majeure, the Consultant is unable to proceed with the Works for a period of 90 consecutive days or 180 days in a year (whichever is less);
 - (i) If the Consultant or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing

CIRT

which in the opinion CIRT representative whose decision (without an obligation to give reasons therefore) in this regard will be final, is prejudice to the interests or reputation of CIRT.

- (j) The Consultant offers, gives or promises any payment directly or indirectly to any government political party, or official thereof, or any candidate for political office, or to CIRT in order to influence any substantive decision of or induce any party or person to use its influence to offset any substantive decision of any relevant authority or statutory or CIRT in regard to any aspect of the contract;
- (k) The Consultant makes any warranty or representation in or in accordance with the contract which was materially incorrect when made so as to materially affect CIRT's interests or
- (l) In the event that the consultant's liability for liquidated damages reaches the cap on such damages as set out in Tender and the Completion certificate for the whole of the works has not been issued; or
- (m) Fails to provide, ,maintain or renew and /or comply with its obligations in relation to the performance security or
- (v) The consultant has, without valid reason and CIRT's consent, failed to commence the works promptly or fails to progress the works regularly and/or diligently or
- (vi) The consultant has failed to adhere to the technical conditions of contract and in the reasonable estimation of the CIRT representative, such failure is likely to mean that completion of the works is likely to be delayed beyond the relevant time for completion or
- (vii) The Consultant's personnel is /are incompetent have acted in manner prejudicial to CIRT's best interest or have failed to comply with CIRT's health, safety, environment or other rules or regulation and procedures or
- (viii) The Consultant has failed to achieve two milestones consecutively.

25.2 Termination Procedure

25.2.1 A notice of termination given pursuant to this clause 26 (each a "Preliminary Termination Notice") shall specify in reasonable details the circumstances giving rise to the Preliminary termination notice, if, within 21 days following the service by CIRT of a Preliminary termination notice, the consultant pays all sums which

CIRT

are due and payable to CIRT or remedies the breach to the satisfaction of CIRT existing as at the dated of the Preliminary termination notice shall be revoked and all existing rights of termination in favour of CIRT under the contract shall terminate and the consultant shall continue to perform its obligation under the contract in a diligent and proper manner.

25.2.3 The termination of contract by CIRT for reasons other than breach can be made by a written notice to the consultant and nothing herein will obligate CIRT to terminate the contract or be liable for any exercising its right of termination and CIRT may pursue all remedies available in law instead of termination.

25.3 Upon Termination

25.3.1 Upon termination for any reason whatsoever the Consultant shall to the extent instructed by the CIRT representative:

- (i) deliver to CIRT the Works executed by the consultant as at the termination date
- (ii) promptly and in an orderly manner deliver to CIRT all document relating to the Works which are for the time being under the control of the consultant

26. MISCELLANEOUS

26.1 Assignment and Charges

26.1.1 Subject to clause 26.1 neither party shall assign the contract or the rights, benefits nor obligations hereunder save and expert with prior consent of the other party.

26.1.2 The consultant shall not create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its right and benefits under the contract except with prior consent in writing of CIRT, which consent shall not be unreasonably withheld.

26.2 Governing Law and Jurisdiction

The contract shall be governed by the laws of India. In respect of all matters arising out of or relating to contract, the courts at Pune, India shall have the jurisdiction to decide the matter.

26.3 Waiver

26.3.1 Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under the contract:

CIRT

- i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the contract;
- ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such party and
- iii) Shall not affect the validity or enforceability of the contract in any manner.

26.3.2 Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions, and provisions of the contract or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed a waiver /breach of any terms conditions or provisions of the contract.

26.4 Survival

Termination or expiry of the contract (i) shall not relieve CIRT or the Consultant of any obligations already incurred hereunder which expressly or by implication survives termination hereof and (ii) except as otherwise provided in an provision of the contract expressly limiting the liability of either party shall not relieve either party of any obligations or liabilities for loss or damage to other party arising out of or caused by acts omissions of such party prior to the effectiveness of such termination or arising out of such termination.

26.5 Amendments

The contract constitutes a complete and exclusive understanding of the terms of the contract between the parties on the subject hereof and no amendment or modification hereto shall be valid and defective unless agreed to by all the parties hereto and evidenced in writing.

26.6 Severability

If for any reason whatsoever any provision of the contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable the validity , legality and remaining provisions shall not be affected in any manner and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid unenforceable or illegal provisions as nearly as is practicable. Provided failure to agree upon such provisions shall not be subject to dispute resolution under this contract or otherwise.

26.7. No Partnership

Nothing contained in the contract shall be construed or interpreted as constituting a partnership between the parties. Neither party shall have any authority to bind the other in any manner whatsoever. The contract shall be construed to have been entered on a principal-to-principal basis.

26.8 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations, communication and agreements relating to the contract either oral or in writing except to the extent, they are expressly incorporated herein. The consultant confirms that it has not relied upon any representation inducing it to enter into the contract and agrees to waive any right which it might otherwise have to bring any action in respect of such representation. The consultant further confirms that there is not in existence at the date of the contract any collateral contract or warranty of which the contract is the beneficiary which might impose upon CIRT obligations which are in addition to or vary the obligations. The Consultant's only rights arising out of or in connection with any act, matter or thing said written or done or omitted to be said, written or done, by or on behalf of CIRT in negotiations leading up to the contract or in the performance or purported performance of the contract or otherwise in relation to the contract are the right to enforce the express obligations of CIRT contained in the contract and to bring an action for breach thereof. Nothing in this clause 26.8 is intended to exclude liability of the consultant for fraud or fraudulent misrepresentation.

26.9 Liability and indemnity

26.9.1 The consultant shall indemnify, defend and hold CIRT harmless against any and all proceedings, actions and third party claims arising out of a breach or omission or non-performance by the consultant of any of its obligations under the contract except to the extent that any such claim has arisen due to breach by CIRT of any of its obligations under the contract.

26.9.2 In the event that either party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under the contract (the "Indemnifying party") within 7 days of receipt of the claim and shall not settle or pay the claim without prior approval of the party provided that such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying party wishes to contest or dispute the claim it may conduct the proceedings in the name of the

CIRT

indemnified party subject to the indemnified party being secured against any costs involved to its reasonable satisfaction.

26.9.3 The indemnified party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of resulting from related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified in respect loss to the full extent provided by this clause 26.9, the Indemnifying party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or other proceeding, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the indemnified party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

Annexure IV

(To be executed only after award for contract)

Format for Contract Agreement

(To be executed on non-Judicial stamped paper of an appropriate value)

THIS CONTRACT AGREEMENT (“Contract”) is made at _____ on _____ 2015 between:

The Central Institute of Road Transport, a joint association of the Ministry of Road Transport & Highways and the Association of State Road Transport Undertakings, a society registered under the Societies Registration Act XXI of 1860, having its registered office at Pune Nasik Road, Bhosari, Pune – 411 026 (hereinafter referred to as “CIRT” which term shall unless repugnant to the context include its assigns and successors); and

_____, a company incorporated under the laws of India and whose principal place of business is at _____ (hereinafter referred to as the “Consultant” which expression shall include its successors).

RECITALS

- (A) CIRT has been set up for the implementation of the Institute of Driving Training & Research Center (hereinafter referred to as the “Project” under a scheme of the Ministry of the Road Transport & Highways, Government of India.
- (B) CIRT wishes to appoint a consultant to execute the works including without limitation to the Structural and RCC design consultancy related to the above project, Road and other common infrastructural development, retaining walls, and advice on sub soil exploration and on its results, Laying down tender technical specification, Preparation of BoQ and detailed estimates, Quality supervision and certification on behalf of CIRT and guidance to civil consultants during execution phase of the project as agreed with CIRT and in accordance with the terms of this Contract.
- (C) The Consultant has represented that it has the experience, expertise, capability and know-how to ensure that the Works are executed and completed in accordance with the terms of the Contract in a safe and environmentally responsible manner and the Works will be

CIRT

capable of seamless integration with Related Works and be carried out on, under and over the Project

Site.

- (D) Relying upon the representations in Recital D, CIRT appoints the Consultant to execute the Works, and the Consultant agrees to carry out and complete the Works, on the terms and conditions of the Contract.
- (E) This Contract has been executed and delivered in accordance with the law of India.
- (F) The terms and conditions of this Contract have been fully negotiated between the CIRT and the Consultant as parties of competent capacity and equal standing.

THEREFORE, IT IS AGREED as follows:

1. In this Contract (and the Recitals to it) words and expressions shall have the meaning assigned to them herein and in the Conditions of Contract (the General Conditions of Contract and Technical Conditions of Contract) referred to below.
2. In consideration of the payments to be made the CIRT to the Consultant under the Contract, the Consultant shall carry out and complete the Works and discharge all the other obligations on its part specified in, or to be inferred from, and in all respects in accordance with, the Contract.
3. In consideration of the full and complete discharge of the Consultant's obligations under the Contract, the CIRT shall pay to the Consultant the Contract Sum (as added to or subtracted from in accordance with the Contract) at the times and in the manner prescribed in the Contract.
4. The following document shall be deemed to comprise the Contract:
 - 4.1.1 This Contract Agreement;
 - 4.1.2 Other Consultant's Documents;
 - 4.1.3 General Conditions of Contract.

CIRT

5. This Contract will be governed by and construed in accordance with the law of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS whereof, this Contract has been executed and delivered as an agreement by the Parties the _____ day of _____ (Month), _____ (year) first before written and in accordance with law of India.

Signed for CIRT

Signed for Consultant

Name

Name

Designation

Designation

Witnessed by 1.

Name

Address

2.

Name

Address

Annexure V

(To be executed only after award of contract)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamped paper of an appropriate value)

WHEREAS The Central Institute of Road Transport (CIRT) having its corporate & registered office at Pune Nasik Road, Bhosari, Pune – 411026, (hereinafter referred to as “The Owner”, which

CIRT

expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a contract on [Please insert date of execution of Contract] (“Contract”) with [insert name of the Successful Applicant] (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implantation of the Works (“Works” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents] and various other documents forming part thereof.

AND WHEREAS, one of the conditions of the Contract is that the Consultants shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract from the post-completion stage of the Work under the Contract, Including bank guarantee obligation and other obligation of the Consultant for the services provided and be valid from the date hereof up to the expiry of the assurance Period including any extension thereof.

AND WHEREAS the Consultant has approached [insert the name of the scheduled bank] (here in after referred to as the “Bank”) having its registered office at [insert the address] and at the request of the request of the Consultant and in consideration of the promises made by the Consultant, the Bank has agreed to give such guarantee as hereunder:

- i. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Consultant merely on a demand in the form set out in Appendix I (“Demand”) from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or setoffs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

CIRT

- ii. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of guaranteed Amount to be inserted here only).
- iii. The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights or by reasons of time being given to the Consultant which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- iv. The right of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute of dispute have been raised by the Consultant and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and / or the Contract.
- v. The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- vi. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts Pune for the purposes of setting any disputes or difference which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- vii. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guarantee Amount and this bank guarantee shall expire on the expiry of the assurance Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months, from the date of expiry of this bank guarantee, all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the consultant's obligations against which this bank guarantee is given, are not completed or fully performed by the Consultant within the

CIRT

period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Consultant fulfils its obligations under the Contract.

We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the power of Attorney dated [date of power of attorney to be inserted] granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

APPENDIX I

FORM OF DEMAND

[To the issuing Bank]

Dear Sirs,

The contract between The Central Institute of Road Transport (CIRT) and [Name of the Consultant]

CIRT

Bank Guarantee No. ***** (“the Bank Guarantee”)

We refer to the above Contract and Bank Guarantee. Terms defined in the Bank Guarantee shall have the same meaning when used herein.

In accordance with the terms of the Bank Guarantee, we require payment by you of the sum of Rs. [*****], (Rupees ***) to the following account:

Account Number: [] with [] Bank, [] Branch, Sort Code [].

Yours sincerely,

Signed by

For and on behalf of CIRT

Annexure VI

(To be executed only after award of contract)

Form of Advance Payment Guarantee

(on stamp paper)

Advance Payment Guarantee No. [.] (The “Guarantee”) FOR PROVIDING CONSULTANCY SERVICES RELATED TO STRUCTURAL DESIGNING & ARCHITECTURAL DETAILING & OBTAINING APPROVALS FOR INSTITUTE OF DRIVING TRAINING & RESEARCH AT PAKYOUNG, SIKKIM

TO:

CIRT

CENTRAL INSTITUTE OF ROAD TRANSPORT PUNE NASHIK ROAD BHOSARI
Pune – 411 026. INDIA

WHEREAS:

- (A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the “Contract”), the Central Institute of Road Transport, a joint association of the Ministry of Road Transport & Highways and the Association of State Road Transport Undertakings, a society registered under the Societies Registration Act XXI of 1860, having its registered office at Pune Nasik Road, Bhosari, Pune – 411 026 (the “Employer” which expression shall include its successors and permitted assigns) has appointed [.] the (“Consultant”) for the design and execution of the Works (as defined in the Contract) in relation to the Project (as defined in the Contract).
- (B) The Employer has agreed to pay the Consultant the sum of Rs. [.] Rupees [.] as an advance payment of sums due to the Consultant under the Contract (the “Advance Payment”).
- (C) Pursuant to the Contract, the Consultant is obliged to procure an advance payment guarantee (hereinafter referred to as the “Guarantee”) in the manner hereinafter appearing equal to the sum of the Advance Payment.

In consideration of your accepting our obligations herein contained in discharge of the Consultant’s obligation to provide such Guarantee, and in consideration of, and subject to your paying to the consultant following receipt of this Guarantee the Advance Payment we [name and address of the Bank] hereby irrevocably and unconditionally agree to make payment to you of any amount up to or equal to the Advance Payment and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand or demands by your upon us in the form set out in Appendix 1 hereto (“Demand”), from time to time or at any time and without being entitled or obliged to make any enquiry of you, or the Consultant, and without the need for you to take legal action against or to obtain the consent of the Consultant, and notwithstanding any objection by the Consultant or any other third party and without any proof or conditions and without any demur, reservation, contest, recourse or protest and without any right of set-off, deduction or counterclaim, we shall forthwith pay to you the amount or amounts specified in such Demand or Demands, not exceeding in aggregate

CIRT

the Advance Payment, it being confirmed that you may make as many separate Demands hereunder as you think fit. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct. You shall not be obliged to exercise any other right or remedy you may have before making a Demand under this Guarantee.

2. The written Demand shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 7 and Demand in the form set out in Appendix 1 hereto.
3. Subject to paragraph 1 above, on receiving the Demand, we shall forthwith pay to you the sum so demanded to the bank account set out in the Demand.
4. Subject to paragraph 1 above, your Demand shall conclusive evidence (and admissible as such) of our liability to pay you and of the amount of the sum of sums which we are liable to pay you. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligation hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part:
 - (a) any time or waiver granted to the Consultant;
 - (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Consultant;
 - (c) any legal limitation, disability or incapacity relating to the Consultant;
 - (d) any variation of or amendment to the Contract or the Works or any other document or security so that references to the Contract in this Guarantee shall include each such variation and amendment;
 - (e) any unenforceability, invalidity or frustration of any obligation of the Consultant or any other person under the Contract or any other documents or security waiver by you of any of the terms provisions conditions obligations and agreements of the Consultant or any failure to make demand upon or take action against the Consultant;
 - (f) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our understanding; and
 - (g) any petition for the winding up of the Consultant has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy

CIRT

or an order for the winding up or dissolution of the Consultant has been made by a Court of competent jurisdiction;

5. This Guarantee shall remain in full force and effect until (Date) or until the expiry of 28 (twenty-eight) days from the date on which the full amount of the Advance Payment shall have been repaid, whichever is earlier. Subject thereto, this Guarantee shall expire when the Advance Payment is paid by us in full to you in accordance with paragraph 1.
6. We acknowledge and agree that benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by the Employer to any person to whom all the benefits of the Contract are transferred under the terms of the Contract, and to the Lenders (being the financial institutions, banks, funds and / or trusts who provide or refinance the debt component of the cost of the Project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/ trustee for the holders of debentures/bonds or other securities issued by the Employer to meet or contribute to the cost of such Project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without our prior written consent, which consent shall be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignments shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way add to increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way have the effect of extending the Expiry Date.
7.
 - 7.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 7.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to the Guarantor at [address and fax no.] marked for the attention of [●], or such other address as may be notified in writing from time to time.
 - 7.2 Any such demand, notice or communication shall be deemed to have been duly served:
 - (a) if delivered by hand, when left at the property address for service;

CIRT

- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

Provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday) on which banks are open for domestic business in the city of Pune or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

8. This Guarantee shall be governed by and constructed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of Delhi for the purpose of setting any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.
9. Our liability under this guarantee shall not exceed Rs. [●] (Rupees [●] only).
10. This Guarantee shall be valid up to [Expiry Date]
11. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

IN WITNESS HEREOF this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2010.

.....

Seal of Bank and signature(s) and date

---Note---

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1. The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer. If the Bank issuing the advance payment guarantee is located outside the country of the Employer, it shall have a correspondent financial institution located in the Country of the Employer.

CIRT

Annexure VII

TERMS OF PAYMENT

No.	Stage	Details	Instalment (%)
1.1	Stage 1: Initial Design & Tender Phase	On appointment/ Signing of Agreement/ Acceptance of offer.	5
		On submitting conceptual designs and rough estimate of cost.	10
		Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	20
		On inviting, receiving and analysing tenders; advising Client on appointment of contractors.	15
1.2	Stage 2: Execution Phase	On submitting working drawings and details required for commencement of work at site.	15
		i. On completion of 20% of the work	5
		ii. On completion of 40% of the work	5
		iii. On completion of 60% of the work	5
		iv. On completion of 80% of the work	5
		v. On Virtual Completion	5
1.3	Stage 3: Completion Phase	Final payment after complementation of all civil and infrastructure work and its certification – 10%	10
		Total	100

Taxes & Duties

The Taxes and Duties shall be applicable as per provisions of Clause 20 of “Annexure III – General Conditions of Contract”

1.4 Deviations in Terms of Payment

The Bidder’s offer must be as per the Terms of Payment given above. Any deviation from the above Terms of Payment shall not be entertained. Any offer with deviation from the above Terms of Payment Shall be liable to disqualification by CIRT.

Annexure VIII

CIRT

Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document.

Item	Clause of General Conditions of Contract (Annexure IX)	Data
Terms of Payment	Clause 19.2	As per Annexure VII
Payment Schedule	Clause 1.1	As per Annexure VII
The Default Interest Rate	Clause 1.1	Prevailing Prime Lending Rate (PLR) as specified by Reserve Bank of India
Assurance Period, counted from completion of work	Clause 1.1	24 months from the date of completion of work
Time for completion	Clause 1.1	As per Annexure VII
Project Site	Clause 1.1	As per Annexure I
Project Facility	Clause 1.1	As per Annexure I
Address for Recipient's Communications	Clause 1.3	Head-Training & Consultancy, Central Institute Of Road Transport, Pune Nasik Road, Bhosari, Pune – 411 026. India
Amount of assurance Guarantee	Clause 1.8.1	10% of the Contract Sum
Date of Expiry of the Performance	Clause 1.8.1	Date of expiry of assurance period, as may be extended from time to time as per provisions of the Contract

CIRT

Key Personnel	Clause 12.4.3	(i) Project Leader (ii) Activity Leaders
---------------	---------------	---

C) TERMS OF REFERENCE I)

Precise Statement of Objectives

A The scope of work consists of:

1. Consolidation of requirement of project with CIRT.
2. Preparing alternative layouts.
3. Finalising the layouts after including all necessary requirements.
4. Preparation of drawings and making all necessary documents including site development.
5. Obtaining Pollution control boards approvals (Consent's to establish & Operate) for sites (if applicable).
6. Obtaining Fire NOC for sites (if applicable).
7. Obtaining Factory Inspectors approval (if applicable).
8. Planning architectural designs and drawings, preparing drawings and working drawings. Design of IDTR buildings and driving range considering office space, dormitory and driving test tracks' requirements with all amenities with complete data voice and electrical wirings.
9. Providing guidance for making subsoil survey, analyzing the soil strata and accordingly obtaining data for designing. Making structural designs of associated foundations and structures.
10. Preparing models of project (3D Visualisations in VR).
11. Interaction with Equipment suppliers, Utilities suppliers for input to internal design and incorporation of the same.
12. Design of general utilities and working drawings like Water Storage and Supply network, drainage and storm water, drainage system, Sewage treatment plant, Landscaping, modifications in existing compound wall, Roads, Culverts and retaining walls, HT & LT Electrical system, Air conditioning and ventilation systems including general lighting, power co-generation, DG set, smoke and fire detection and suppression system, control system, UPS, office furniture and interior for office and control room, etc (whichever applicable).
13. Preparation of Technical Specifications and Quality requirements as per state PWD / CPWD for all Civil and Utilities.

CIRT

14. Finalisation of Tender Bill of Quantities (BOQ) and estimates with rate analysis for all civil, infrastructural work like electrical, DG, water HVAC, ETP/STP, roads etc.
15. Preparation of Tender documents with tender drawings.
16. Participation in pre bid meeting.
17. Support for Technical tender evaluation
18. Final structural designs and detailed working drawings
19. Final designs and lay outing of utilities and their working drawings
20. Quality control during execution phase and visit to site at all important stages of work such as strata, layout, reinforcement checking, utilities installations, and as and when required.
21. Designing building security system, access control, LAN and telephone etc and working drawing.
22. Technical support during Audit, as and when required
23. Any other service excluding day-to-day supervision and physical bill checking.
24. Bill certification after checking of the same by CIRT representative.
25. Assist the client to face any kind of government audits.
26. Architect will provide building layout and infrastructural requirement.
27. Architect will provide details and specifications of required utilities.
28. Architect will provide layout for approach road, electricity, water compound wall and the specification required.
29. Furnish as built drawings at the end.

D) ELIGIBILITY CRITERIA

The evaluation process shall be performed in two steps in the manner given below: Firstly, the documents submitted, shall be verified for their adequacy towards fulfilment of qualifying Eligibility criteria. In case the Applicant's proposal fails in demonstrating fulfilment of those Essential Parameters or its equivalence to it, his offer shall be rejected & financial proposal will be returned unopened. In the second step, financial proposals shall be opened.

Evaluation shall be done on the information submitted along with this application, and also on the supportive information attached with application that demonstrates his capability with reference to scope of the work. The information provided on projects with similar Architectural activities and other scope of work is taken into account in order to evaluate the technical quality

CIRT

of the proposed application. The applicant shall include as much information as possible in order to highlight his qualities with respect to the scope of work.

Eligibility criteria may be revised at discretion power of the Director CIRT to ensure fair completion.

The Application Evaluation process will be performed on the following criteria.

15.1 QUALIFYING ELIGIBILITY CRITERIA (Minimum/Essential requirements)

- a) The applicant himself or one of his key Senior technical staff/Associate must have appropriate registration as Architect of the recognized bodies. He should be a team leader for this Project. He shall have minimum experience of 15 years in Architectural designing of similar projects (ref Form d)

- b) Should have properly established design office(s) having well qualified staff on his rolls (ref Form d)
Minimum requirements are:
 - Architect & Structural Designers : (3+3) nos
 - Administrative: 2 nos
 - Site support: 2 nos
 - Drafting/drawing support: 4 nos
 - Work station with Auto-Cad Licenses: 2 nos.
 - Stadd Pro: 2 nos
 - Quantify software : 2 nos
 - Broad band connection facility

- c) The consultant should be well conversant with prevailing rules and should have completed minimum 3 educational projects in last 6 years with each plot of size minimum 3 Ha and having minimum built up of 6000 sqm with ETP/STP (ref Form d) one of which should be an IDTR or driving training institute/center planned over minimum 5 acres of land preferably with driving test tracks.

CIRT

- d) Should have Rs 25 lakhs as a minimum average turnover of the firm in last 3 financial years in related activities of consultancy being sought through this TENDER. No loss to be posted in last 3 years (ref Form d)
- e) Customer feedback of minimum 5 customer (ref Form d) one of which has to be an IDTR or driving training institute/center planned over minimum 5 acres of land preferably with driving test tracks.
- f) The bids for this contract will be considered only from those vendor (Consultants / Firms / Agencies / Joint Venture (JV)/Consortium of Companies/proprietorship firms/Partnerships Firms/Companies, corporations) who meet requisite eligibility criteria. Any proposal not complying with the requirements of the Pre-Qualification criteria will not be processed further.
- g) In case of JV/Consortium, the lead firm should be of an Indian entity with a 51% majority stake in the consortium. Manufacturer of equipment can also be a consortium/JV partner.
- h) In case of JV/Consortium of Companies, the responsibility for successful execution of the entire project will be that of the defined leading company.
- i) A vendor shall submit only one bid in the process, either individually or as a partner of a JV/Consortium. A vendor who submits or participates in more than one bid will cause all of the proposals in which the vendor has participated to be disqualified.
- j) A firm, who has purchased the EoI document in their name, can submit the bid either as individual firm or in joint venture/Consortium.
- k) The vendor must not have been blacklisted by any Central/State government department or Public Sector Undertaking. The vendor should submit an affidavit/undertaking to this effect.

15.2 DISQUALIFYING CRITERIA

Any application failing in demonstrating the following shall be directly rejected:

1. Ability to fulfil the Eligibility Criteria

CIRT

Not demonstrating relevant experience in providing services as called in TENDER. Not having the necessary experience, Technical and Infrastructural strength in order to meet the Parameters of Eligibility Criteria.

Form 'a' Letter For Submission Of PROPOSAL Documents

To
The Head
Administrative Services Division
Central Institute of Road Transport
Pune Nasik Road, Bhosari
Pune 411 026

Dear Sir,

We the undersigned, offer our PROPOSAL in response to your Document No. CIRT/201718/IDTR/ARCH-STR-DESIGN-SIKKIM for 'PROVIDING CONSULTANCY SERVICES RELATED TO STRUCTURAL DESIGNING & ARCHITECTURAL DETAILING & OBTAINING APPROVALS FOR INSTITUTE OF DRIVING TRAINING & RESEARCH AT PAKYOUNG, SIKKIM' We are hereby submitting our PROPOSAL, which includes this Technical PROPOSAL and Financial PROPOSAL sealed under a separate envelope. Our PROPOSAL is valid for a period of 60 days from the last date of Submission of Proposals.

The following information is submitted along with the Technical PROPOSAL.

	Hard copy
TENDER Document as floated by CIRT, Pune	Fully printed and duly signed and stamped at each page
Form a) Letter for Submission of Technical PROPOSAL	Duly signed
Form b) Letter of Undertaking	Duly signed
Form c) Earnest Money Deposit	Duly signed
Form d) Applicant's organization, company profile & external associates	Duly signed & filled

CIRT

Form e) Financial Proposal	Duly signed & filled
----------------------------	----------------------

Technical and Financial Proposal (Total price for the package) include all the following elements as per the terms and conditions appearing in the TENDER document and its Annexures.

We hereby declare that all the information and statements made in this PROPOSAL is true and complete in all respects and is as per the guidelines laid down in the tender document. We further understand that any information, which is found false or is not as per the guidelines and terms & conditions of the tender document may lead to our disqualification.

We hereby declare that our Technical PROPOSAL CONTAINS Earnest Money Deposit in form of Demand Draft no. XXXXXXXXXXXXXXXX dated XXXXXXXX for Indian Rupees XXXXXX (XXXXXXXXXXXX) issued by XXXX Bank Limited in favour of "Director, CIRT, Pune" payable at Pune.

We undertake that if our PROPOSAL is accepted, we will be committed to provide the services as per the scope of work and as per the terms and conditions specified in the tender document.

If negotiations are held during the period of validity of the PROPOSAL, we undertake that our PROPOSAL will be binding upon us and will be subject to the modifications resulting from Contract negotiations.

We understand CIRT is not bound to accept any Proposal that it receives from us.

Yours sincerely,

Authorised Signature (in Full):

Authorised Signature (in initials)

Name and Title of Signatory:

Name of Firm:

Address:

Form 'b' Letter of Undertaking

Date:

The Central Institute of Road Transport
Pune Nasik Road, Bhosari
Pune 411 026

Ref:

We acknowledge that the documents for document No. CIRT/2017-18/IDTR/ARCH-STR-DESIGNSIKKIM issued to us, are confidential and we hereby undertake and agree as follows:

1. "Confidential Information" means the documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) the CIRT or obtain directly or indirectly from The CIRT or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Tender, as being confidential information of The CIRT, provided that such term does not include information that (a) was publicly know or known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of confidential information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this undertaking.
3. We shall not at any time whatsoever:
 - i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the CIRT to any third party.
 - ii) Reproduce, publish, transmit, modify, compile, or otherwise transfer the Confidential Information.

CIRT

4. In case of our PROPOSAL is not accepted and immediately upon the acceptance of the PROPOSAL of any of the other applicant, we shall:
 - i) Return all Confidential Information including without limitations, all originals, copies, reproductions and summaries of Confidential Information; and
 - ii) Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

5. We shall certify to the CIRT that we have returned or destroyed such Confidential Information to the CIRT within two (2) days of such a request being made by the CIRT.

Signature of Authorised Representative

Name of the Applicant Company

Form 'C' Earnest Money Deposit

Date: _____

The Central Institute of Road Transport
Pune Nasik Road, Bhosari

CIRT

Pune 411 026

Ref: Document No. CIRT/2017-18/IDTR/ARCH-STR-DESIGN-SIKKIM

We hereby enclose Demand Draft No. _____ Dated _____,
for India Rupees _____ only
(to be filled in figures and words both), drawn on
_____ in favour of "Director, CIRT, Pune, India.

Name of Applicant

Signature of Authorised Representative

[Note: The Demand Draft to be attached with this form]

Form 'd'

Applicant's Organisation, Company Profile and External Associates

The Applicant is requested to provide the information required in the current document in order to demonstrate its structure has enough capacity for successfully achieving this project.

1.1 Company Information

(Applicant is requested to fill the information in following format. Separate sheets may be enclosed for JV/consortium partners)

Application Identification	
a) Name of Company	
b) Registered Address (in full)	
c) Details of registration (in full)	

CIRT

d) PAN No.	
e) GST registration details	
f) Principal place of business	
g) Telephone number	
h) Facsimile number	
i) Website	
j) Person to contact in connection with this application (use Form f: Proforma for curriculum vitae)	
1. Name	
2. Designation	
3. Cell Phone/contact no.	
4. E-mail ID	
k) Key Technical person to contact in connection with this application (use Form f: Proforma for curriculum vitae)	
1. Name	
2. Designation	
3. Cell Phone/contact no.	
4. E-mail ID	
Business Organisation	Fill up wherever applicable
a) Date incorporated	
b) Where incorporated	
c) Memorandum of articles and holdings	If yes, provide detail in an attachment to this form
d) Patent company (if any) and its involvement in the project	
e) Subsidiary of	
f) Major subsidiaries and locations of other offices	

CIRT

g) Brief description of company's principal activities with emphasis on scope of work (Use separate sheet as required)	
h) Has your company ever been black listed for terminated for default by any Indian government entity/Major Automotive industry	

1.2 Organisation Structure

[Please provide in this chapter, the Organisation chart showing company structure, including positions of directors and managers and location of all other officers in the world.

Please provide in the current chapter, a statement about the total number of employees of the Applicant, their skill sets with specific information on the employees based in India. Use Form f: Proforma for curriculum vitae for all the key employees. Attach list of workstations, available softwares like Auto CAD, STAAD pro, Broad Band connections etc along with license no.]

1.3 Past Experience: (provide information of key projects executed over last six years)

One of which should be an IDTR or driving training institute/center planned over minimum 5 acres of land preferably with driving test tracks.

Sr. No	Description of Project	Year of Completion	MIDC/ Non MIDC	Roles & Responsibilities	Name & contact details of the client's key person related to project	Value of the project
1						
2						
3						
Sr. No	Description of Project	Year of Completion	MIDC/ Non MIDC	Roles & Responsibilities	Name & contact details of the client's key person related to project	Value of the project
4						
5						
6						

CIRT

1.4 Financial Information

[Applicant is requested to fill the following and to be supported by CA's statement & IT Returns]

Year	2008-09	2009-10	2010-11	2011-12
Annual Turnover				

1.5 External Associates

[Under this chapter, the Applicant shall provide information about each of the External associates, specifying the role and responsibility of each external associates. Additionally the applicant is required to furnish the information as required as per 1.2, 1.3 and 1.4 of the current document for each external associate.]

1.6 Customer's Feedback

[Under this applicant shall submit the sealed feedback from the customers whose projects have been completed in last three financial years identified under requirements of Clause 1.3 a) above of this form. Use format as in Form g]

Form 'd1' Description of Methodology, Work Plan and Time Schedules

(Form to be filled with available information and your anticipation of work content)

The bidder is requested to provide in each chapter of this document, the following information.

1.1 Work Plan and Implementation Schedule

In this document, the Bidder shall explain the proposed approach to the assignment, methodology for carrying out the activities and obtaining the expected output. The Bidder shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by CIRT), and delivery dates, taking into account CIRT requirements, by means of a detailed implementation schedule. The implementation schedule should at least include the following as minimum – ➤ Design input collection (From CIRT, from equipment/utilities supplier),

CIRT

- Preliminary Design/layout based on CIRT requirements
- Initial design overview
- Detailed design and analysis
- Finalisation of structural designs & detailed tender drawings
- Technical specifications including details of quality checks
- Bill of Quantities (BoQ) and any other inputs required for preparation of Tender Document
- Review of designs, specifications and BoQ
- Tender evaluation
- Detailed working/construction drawings
- Site support for clarifications, technical supervision, Quality survey and certification

1.2 Project Implementation Team

(In this chapter, the Bidder should propose the structure and composition of the team, which shall work on implementation of this project. The Bidder shall designate a Project Leader who shall be overall responsible for execution of the Project at all the centers and shall act as a single point contact for CIRT. The Project Leader shall be a person with adequate experience of coordination, implementation of projects having similar nature. The resume of the Project Leader as well as the Activity Leaders and members of the project implementation team shall be provided under this chapter along with details of their experience, skill set, training received etc. as per the Proforma for Curriculum Vitae (form 'f'). The bidder shall also provide information on the proposed roles of each of the team members, including the Site Leaders and when the Bidder proposes to deploy them during the assignment.

1.3 Time for Completion

Following are the completion date for each of the activities.

The successful bidder shall submit the above information (for Cl. No. 1.3) within fifteen days from signing the contract

Sr. No.	Description	Initial site preparation	Civil & Structures	Electrical	Other utilities & infrastructure
---------	-------------	--------------------------	--------------------	------------	----------------------------------

CIRT

1	Design input collection (from CIRT, from equipment/utilities supplier)				
2	Preliminary Design/ layout based on CIRT requirements				
3	Initial design review				
4	Detailed design and analysis				
5	Finalisation of structural designs & detailed tender drawings				
6	Finalisation and preparation of Tender				
7	Technical specifications including details of quality checks				
8	Bill of Quantities (BoQ) and any other inputs required for preparation of Tender Document				
9	Review of designs, specifications and BoQ				
10	Tender Evaluation				
Sr. No.	Description	Initial site preparation	Civil & Structures	Electrical	Other utilities & infrastructure
11	Detailed working/ construction drawings				

CIRT

12	Site support for clarifications, technical supervision, quality survey and certification				
----	--	--	--	--	--

CIRT

Form 'e' Form of Financial PROPOSAL (To be executed on Letterhead of the Applicant)

FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

To
The Director
The Central Institute of Road Transport
Pune Nashik Road, Bhosari
Pune 411 026

Dear Sir,

We, the undersigned, offer to provide the services in accordance with your Document No. CIRT/2017-18/IDTR/ARCH-STR-DESIGN-SIKKIM dated _____ and our Technical PROPOSAL. Our attached Financial PROPOSAL includes the price in the format of financial PROPOSAL provided as part of tender documents.

S.No.	Description	Amount in Rs (Lumpsum including taxes as applicable)
1	Scope A	Rs.

*** Taxes will be as applicable.

The total price (all inclusive) of our offer is _____ Sr. No. (1 to 4)
_____ (in figures and words) and includes all the deliverables under tender as per our Technical PROPOSAL.

Note: All costs towards travel, lodge and board to/from the site whenever necessary shall be provided / borne by CIRT.

We hereby declare that all the information and statements made in this PROPOSAL is true and complete in all respects and is as per the guidelines and terms and conditions laid down in the tender document. We, further understand that any information, which is found false or is not as per the guidelines and terms and conditions of the tender document may lead to our disqualification.

CIRT

Our Financial PROPOSAL shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the PROPOSAL.

We understand CIRT has right to accept or reject our PROPOSAL as per its discretion.

Yours sincerely,

Authorised Signature [in full]: _____

Authorised Signature [in initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Note: to be signed in blue ink]

Form 'f'

PROFORMA FOR CURRICULUM VITAE

1. Name of Staff: _____

2. Date of birth: _____ Nationality _____

3. Education: (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment

CIRT

4. Training (Indicate significant training obtained):

5. Countries of Work Experience: (List of countries where staff has worked in the last ten years): _____

6. Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading and writing):

7. Details of Tasks assigned for this project (List of all tasks to be performed under this assignment):

8. Work undertaken that Best illustrates capability to handle the tasks assigned:
(Among the assignments in which the staff has been involved, indicate the assignments that best illustrate staff capability to handle the tasks listed under point 7.)

9. Employment Record (Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment, dates of employment, name of employing organization, positions held):

*Note: additional sheets may be attached in case space provided is inadequate

Form 'g' Customer Feedback Form

Name of the company providing feedback:

Details of the Project:

Duration: _____ Months Starting Date: _____ (MM YYYY)

Cost of the Project :

CIRT

Name of the consulting firm for which feedback is given:

Role and responsibility of the consultant:

Percentage of Project Cost for this consultancy:

Tick on whichever is applicable

1. Capability and competence of the organization /firm

Excellent Good Average Below Average Poor

2. Accommodative nature for changes during the course of the project.

Accommodative Fairly accommodative Reluctant Obstinate

3. Promptness in response.

Excellent Good Average Below Average Poor

4. Customer relations

Excellent Good Average Below Average Poor

5. Quality of Human resources deployed for the project

Excellent Good Average Below Average Poor

6. Timely completion of planned activities

Most of the time times well before schedule As per schedule

Few delays Most of the delays

7. Smoothness in co-ordination at site and with various consultants/utilities providers.

Excellent Good Average Below Average Poor

8. Cost effectiveness of the design solutions provided:

Very cost effective Average Expensive

9. Whether litigations or court cases

Yes No

CIRT

10. Overall performance of the consultant for the purpose

Excellent Good Average Below Average Poor

Highlight innovative/optimal / exclusive design features /any other attribute of the consultant not covered above would like to highlight:

For (name of the company) Name:

Designation:

Contact no. :

Evaluation (for use of CIRT)

Form 'h' Form of Advance Payment Guarantee

(on stamp paper)

Advance payment Guarantee No. [●] (the "Guarantee") PROVIDING CONSULTANCY SERVICES RELATED TO ARCHITECTURAL & STRUCTURAL DETAILING AND OBTAINING APPROVALS FOR I&C PROJECT AT FIVE DIFFERENT LOCATIONS IN INDIA

To,

The Central Institute of Road Transport

CIRT

Pune Nasik Road, Bhosari

Pune 411 026

WHEREAS

- (A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the “Contract”), a joint initiative of the Ministry of Road Transport & Highways and the Association of State Road Transport Undertakings, a society registered under the Societies Registration Act XXI of 1860, having its registered office at Pune Nasik Road, Bhosari, Pune 411 026 (the “**Employer**” which expression shall include its successors and permitted assigns) has appointed [•] (the “**consultant**”) for the design and execution of the works (as defined in the Contract) in relation to the Project (As defined in the contract).
- (B) The **Employer** has agreed to pay the consultant the sum of Rs. [•] (**Rupees [•]**) as an advance payment of sums due to the consultant under the contract (the “**Advance Payment**”).
- (C) Pursuant to the Contract, the Consultant is obliged to procure an advance payment guarantee (hereinafter referred to as the “Guarantee”) in the manner hereinafter appearing equal to the sum of the advance payment.

In consideration of your accepting our obligations herein contained in discharge of the Consultant’s obligation to provide such Guarantee, an in consideration of, and subject to, your paying to the Consultant following receipt of this Guarantee the Advance Payment we [name and address of the Bank] hereby irrevocably and unconditionally agree to make payment to you of any amount upto or equal to the Advance Payment and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand or demand by you upon us in the form set out in Appendix 1 hereto (“Demand”), from time to time or at any time and without being entitled or obliged to make any enquiry of you, or the Consultant, and without the need for you to take legal action against or to obtain the consent of the Consultant, and notwithstanding any objection by the Consultant or any other third party and without any proof or conditions and without any demur, reservation, contest, recourse or protest and without any right of set-off, deduction or counterclaim, we shall forthwith pay to you the amount or amounts specified in such Demand or Demands, not exceeding in aggregate the Advance Payment, it being confirmed that you may make as many separate Demands hereunder as you think fit. Such payment or payments shall be made by transfer to an

CIRT

account in your name at such bank in such place as you shall direct. You shall not be obliged to exercise any other right or remedy you may have before making a Demand under this Guarantee.

2. The written Demand shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 7 and Demand in the form set out in Appendix 1 hereto.
3. Subject to paragraph 1 above, on receiving the Demand, we shall forthwith pay to you the sum so demanded to the bank account set out in the Demand.
4. Subject to paragraph 1 above, your Demand shall be conclusive evidence (and admissible as such) of our liability to pay you and of the amount of the sum or sums which we are liable to pay you. Our obligation to make payment under this Guarantee shall be primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part:
 - a) Any time or waiver granted to the Consultant;
 - b) The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the consultant;
 - c) Any legal limitation, disability or incapacity relating to the Consultant.
 - d) Any variation of or amendment to the contract or the works or any other document or security so that references to the Contract in this Guarantee shall include each such variation and amendment.
 - e) Any unenforceability, invalidity or frustration of any obligation of the Consultant or any other person under the Contract or any other document or security waiver by you of any of the terms provisions conditions obligations and agreements of the Consultant or any failure to make demand upon or take action against the Consultant.
 - f) Any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking, and
 - g) Any petition for the winding up of the Consultant has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Consultant has been made by a Court of competent jurisdiction.

CIRT

5. This Guarantee shall remain in full force and effect until (Date) or until the expiry of 28 (twenty eight) days from the date on which the full amount of the Advance payment shall have been repaid, whichever is earlier. Subject thereto, this Guarantee shall expire when the Advance Payment is paid by us in full to you in accordance with paragraph 1.
6. We acknowledge and agree that the benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by the Employer to any person to whom all the benefits of the Contract are transferred under the terms of the Contract, and to the Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the Project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by the Employer to meet or contribute to the cost of such Project) or other securities issued by the Employer to meet or contribute to the cost of such Project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without our prior written consent, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignment shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs [●], nor shall in any case or way have the effect of extending the Expiry Date.
7.
 - 7.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 7.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to the Guarantor at [address and fax no] marked for the attention of [●], or such other address as may be notified in writing from time to time.
 - 7.2 Any such demand, notice or communication shall be deemed to have been duly served:
 - a) if delivered by hand, when left at the property address for service;
 - b) if given or made by pre-paid registered post or facsimile transmission, when received, provided in each case that if the time of such deemed

CIRT

service is either after 500 p.m. on a Business Day (being a day other than a Sunday or a public holiday) on which banks are open for domestic business in the city of Pune or other than a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business day.

8. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of Delhi for the purpose of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.
9. Our liability under this guarantee shall not exceed Rs [●] (Rupees [●]only).
10. This Guarantee shall be valid upto [Expiry Date].
11. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

IN WITNESS HEREOF this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2015.

.....

Seal of Bank and Signature(s) and date