



CIRT-AATDC/2024-25

**Request for Proposal (RFP)
for
Hiring of Consulting Agency/Firm
for
Establishment of Advanced Automotive Testing and
Development Centre (AATDC) at CIRT, Pune.**

February 2025

Central Institute of Road Transport

Post Box No. 1897, Pune- Nasik Road,
Pune, Maharashtra – 411 026

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Website : <http://www.cirtindia.com>

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Central Institute of Road Transport (CIRT) Pune

NOTICE INVITING TENDER (NIT)

1. The Central Institute of Road Transport has been assigned the work of (as per requirements mentioned in Terms of Reference).
2. Proposals are hereby invited from eligible Consulting Agency/Firm who meet the guidelines contained in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020) for the Establishment of Advanced Automotive Testing and Development Centre (AATDC) at CIRT, Pune. (Preparation of Detailed Project Report till the commissioning of test facilities under AATDC.)
3. Consulting Agency / Firm submitting Proposal in sole capacity or as a member of joint venture or as an associate shall meet the guidelines contained in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020). The Letter of Invitation (LOI) and Terms of Reference (TOR) including Request for Proposal (RFP) is available online on e-tender portal of <https://www.tenderwizard.com/CIRT> .
4. The document can also be downloaded from CIRT's website <https://www.cirtindia.com>. The cost of the Document in the form of a Non-refundable document fee of Rs.5,000 (Rupees Five Thousand only) must be submitted in the account online at the time of Submission of the Bid proposal, specifying the tender ID and bid due date.
5. Bid must be submitted online at e-tender portal of <https://www.tenderwizard.com/CIRT> on or before 19/03/2025, 17.00 hrs.
6. The following schedule is to be followed for this assignment:

i) Publish Date:	19/02/2025
ii) last date for Submission of RFP Queries:	26/02/2025
ii) Pre-Bid Discussion:	03/03/2025
iii) last date of Submission of RFP Bids:	19/03/2025

Yours sincerely,

CIRT, Pune

Tel: +91-20-67345300

E-mail : headasd@cirtindia.com

Website: <https://www.cirtindia.com>

Letter of Invitation (LOI)

Ref: CIRT-AATDC/2024-25

Dated: February, 2025

Dear Sir/Madam,

Sub: Consultancy Services for the Establishment of Advanced Automotive Testing and Development Center (AATDC) at CIRT, Pune.

1. Introduction

- 1.1. The Central Institute of Road Transport (CIRT), Pune is an authorized Test agency under Central Motor Vehicle Rules – 1989 (CMVR) 124 & 126 and Motor Vehicle Act 1988, MoRTH. Ministry of Science and Technology, Government of India also recognizes CIRT as a Scientific & Industrial Research Organization (SIRO). It also plays a pivotal role in issuing type approval & CoP certification and formulating regulations for the Indian Automotive Industry.
- 1.2. The Central Institute of Road Transport, Pune (CIRT) has been entrusted with the assignment of establishment of world-class Testing facility in the area of Advanced Automotive testing & certification. CIRT now invites proposals from Consulting Agencies /Firms as per the scope of work given in **Annexure-I “Terms of Reference”**.
- 1.3. The description of the assignment, its objectives and scope of work are given in **Annexure-I “Terms of Reference”**.
- 1.4. Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP with a full understanding of its terms and conditions.
- 1.5. This Request for Proposal (RFP) document is available online on the CIRT’s website <https://www.cirtindia.com/>. As such, before submitting the proposal, the Consulting Agency / Firm shall furnish registration details along with its RFP.
- 1.6. A Consulting Agency/Firm is not allowed to submit more than one bid.
- 1.7. Any entity which has been barred by the Ministry of Road Transport and Highways (MoRTH) or its implementing agencies or by any other department of the Central/State government would not be eligible to submit the bid.
- 1.8. Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to CIRT, Pune or Ministry of Road Transport and Highways, Delhi, etc., are not reimbursable as a direct cost of the assignment; and (ii) CIRT is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without signing any reasons.
- 1.9. The proposals must be properly signed as detailed below:
 - 1.9.1 By the proprietor in case of the proprietary firm
 - 1.9.2 By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).
 - 1.9.3 By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).
 - 1.9.4 A Consulting Agency/Firm may seek any clarification of the RFP Document through the eProcurement Portal before the date and time stipulated in Tender Information

Summary (TIS) (or, if not mentioned, 14 days before the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

- 1.10. Pre-proposal conference shall be held on the date, time and venue given below.
- 1.11. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice against the Central Institute of Road Transport, Pune any other right or remedy hereunder or in law or otherwise, the Applicant shall be debarred from participating in the future projects of the Central Institute of Road Transport in the following situations:
- a) If an Applying Agency (Consulting Agency/firm) withdraws its proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- b) In the case of a Selected Agency (Consulting Agency/Firm), if the Selected Agency (Consulting Agency/Firm) fails to sign the Agreement.
- 1.12. Bid must be submitted online at e-tender portal of <https://www.tenderwizard.com/CIRT> on or before 19th March 2025, 17.00 hrs.
- 1.13. Important Timelines and Details:

S. No	Information	Details
1.	Publish Date	19/02/2025
2.	Last Date of Submission of Pre-Bid Queries	26/02/2025
3.	Pre-Bid Meeting	03/03/2025, 14.00 hrs. at CIRT, Pune
4.	Last date for submission of RFP Bids	19/03/2025, 17.00 hrs. at CIRT, Pune
5.	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	19/03/2025, 17.15 hrs. at CIRT, Pune
6.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	26/03/2025, 15.30 hrs. at CIRT, Pune
7.	Contact Person for queries	Head-ASD, CIRT, Pune Tel: +91-20-67345300 Ext. 405 Fax: +91-020-67345403 E-mail: headasd@cirtindia.com
8.	Addressee and Address at which proposals in response to RFP notice are to be submitted:	Director, CIRT, Pune Tel: +91-20-67345300 Ext. 401 Fax: +91-020-67345403 E-mail: director@cirtindia.com

2. Instruction to the Bidder for Submission and Award of Tender

2.1. Background

1. CIRT is establishing the Advance Automotive Testing and Development Centre (AATDC) which will have the world class facility for testing, certification and development of Automotive Vehicles / components for domestic market and export.
2. The automotive vehicle manufacturers and auto-component manufacturers are facing challenges in terms of the number of available vehicles and component testing options with respect to time, money and excellence in automotive testing and development.
3. New and upcoming automotive regulations may lead to long service times for testing for the manufacturers and startups in this domain. As India aims to decarbonize the mobility and compete with global standards by making a paradigm shift from conventional automotive technologies to the sustainable technologies such as carbon neutral fuels, Electric vehicles, Hydrogen Fuel cell technology, etc. and safety assist features like Advanced driver-assistance systems, etc. Also, development in areas like cyber security, where new regulations and standards will form a major part of vehicle testing.
4. For the Establishment of the AATDC at CIRT, a Technical Advisory Committee (TAC) and an Approval & Monitoring Committee (AMC) have been constituted for the evaluation of technical & commercial aspects and Monitoring of various activities till the completion of the project & commissioning of the test facilities by the Consulting Agency/Firm.

2.2. Instructions to the Applicants

1. **Who can participate in this e-Tender:** The bidders who have registered with C.I.R.T.'s e-Tender portal can only participate in this tender process.
2. **How to register:**
 - 2.1. The prospective bidders must register to CIRT e-tender portal by paying **Annual Registration Charge of Rs. 2,000/- (+) G.S.T.** (as applicable) through E-Tender portal by online payment mode. On completion of the registration process, the bidders will be provided user ID and Password. After receipt of User ID and Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents
 - 2.2. **Tender Processing Fee (Non-Refundable) with G.S.T.** (as applicable) is payable online on the portal of CIRT e-tendering website for applying the tender online.
3. **Is there any device requirement for participation in e-Tender:** Bidder should have valid Class III Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data, its authenticity /nonrepudiation of electronic records shall be in compliance with IT Act 2000 as amended from time to time. It is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class III issued by a Licensed Certifying Authority (CA). The contact details for e-Tendering are furnished below :-

Contact Persons: Mr. Sanjay Chandak	Telephone / Email M: 9665721619 Email : sanjay.kc@etenderwizard.com	For vendor Registration / DSC / Any other
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		issue regarding e-Tender Process, please contact Tenderwizard
Tenderwizard Helpdesk :	Contact No: 080-45811365, 080-45982100 Email: twregdelhi@etenderwizard.com	

Note: Above contact details are only related to technical queries pertaining to submission / upload of E-Tender, for any other queries please email to headasd@cirtindia.com or contact Administration on 020 – 67345300 (405).

4. **Availability of Tender Documents:** All bid documents (Technical and Commercial) are available ONLINE at CIRT's e-Tender portal <https://tenderwizard.com/CIRT> . The registered bidders can download the Bid from these websites. If tender form fee of Rs.5000/- plus GST is not received along with physical technical bid submission, the bid will be disqualified.
5. 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.
6. 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.
7. The proposal submitted on behalf of a Consulting Agency/Firm, shall be signed by all the partners of the Consulting Agency/Firm or by a Partner who has the necessary authority on behalf of the Consulting Agency/Firm to submit the proposal.
8. 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 the proposal.

2.3. Scope of Work

1. Preparation of Detailed Project Report on time bound manner as per the scope of work defined in TOR and assist CIRT till the establishment of AATDC and Commissioning of test facilities.
2. To assess the feasibility of CIRT for establishment of world-class testing facility under Advanced Automotive Testing and Development Centre.
3. Preparation of Detailed Estimates. Refer "Annexure-1" for Terms of Reference detailing scope.
4. To provide building layout, infrastructural requirement, electrical power requirements and specifications of required utilities.

5. Integration Plan for various test equipment.
6. To provide layout for approach road, electricity, water and compound wall and the specifications required.
7. Proposing probable vendors for executing the work of establishing the Advanced Automotive Testing and Development center at CIRT, Pune.
8. Supervision of Installation and commissioning of all test equipment planned under AATDC.
9. Training Plan, Equipment Installation & Validation and upkeep/maintenance plans including spares list.
10. Support for all activities to set up Quality Systems related documentation (NABL/ISO) and facility for calibration for all instruments/equipment.

2.4. Earnest Money Deposit

1. The Application shall be accompanied by an Earnest Money Deposit of Rs. 15,00,000/- (Rupees Fifteen Lakhs Lakhs only) in the form of Demand Draft on or Banker's cheque by Nationalized or Scheduled Bank drawn in favor 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 the execution of the contract by CIRT with the successful bidder.
4. The Earnest Money Deposit of the successful Applicant shall be returned after signing the contract document and furnishing necessary bank guarantee.
5. An Applicant shall forfeit Earnest Money Deposit in favor 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 decisions or the TENDER document process considering the interests of the project and the CIRT.

2.5. Tender Processing Fee

1. The Application shall be accompanied by a Tender Processing Fee of Rs. 5000/- (Rupees Five Thousand only) in the form of Demand Draft on / Banker's cheque by Nationalized or Scheduled Bank drawn in favor of "Director, CIRT, Pune" payable at Pune.
2. An Application, not accompanied by such Tender Processing Fee, shall be construed as non-compliant PROPOSAL and shall be rejected.
3. The Tender Processing Fee of the Applicants is non-refundable and will not be returned.

2.6. Submission of Proposals

2.6.1. Required Documents

1. Please find and use the attached information and documents listed in the RFP, Terms of Reference and Forms and Annexures to prepare a proposal.
2. Interested agencies are required to send the relevant documents for their interest in participating in this RFP.
3. Both technical and financial proposals received shall be opened online on or after the specified date and time in this RFP. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.
4. At any time before the submission of proposals, CIRT may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting Agency, modify the Documents by amendment or corrigendum. The amendment will be uploaded on the CIRT website.

2.6.2. Preparation of Proposal

a. Part 1- Technical Proposal

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

The applying agencies are expected to examine all Terms, conditions, and instructions included in the Document. Failure to provide all requested information is at the bidder's own risk and may result in the rejection of the proposal/application.

- I. A blank copy of TENDER document with each page signed and stamped by the authorized signatory.
- II. **Annexure II** : 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.
The proposed approach and methodology should be accompanied by the Consulting Agency/Firm initial view, key challenges they foresee, and potential solutions suggested regarding the scope of work, including:
 - a) Developing the Institute with a futuristic vision of 5-10 years
 - b) Proposed baseline assessment of the CIRT (Infrastructure, Testing equipment, Manpower etc.)
 - c) Land, Cost and manpower requirements
 - d) Phase-wise (5 – 10 years) prioritization and recommended for testing facilities
 - e) Benchmarking of other domestic and international testing agencies

- f) Machinery and Equipment requirements with specifications and their supplier
- g) Civil, Electrical and utilities work requirements.
- h) Financial Analysis (costing, revenue projections, cash flow estimations, test pricing strategy)
- i) Calculating the Return on Investment (ROI) based on market demand, the utilization rate of the suggested testing facility, the pricing/rate to be charged for each of the usage of testing facilities, etc.
- j) Organizational requirement according to suggested recommendations
- k) Technical review of requirements
- l) Forecasting of future powertrain and OEM requirements
- m) OEM/Startup interviews and their future requirements
- n) Proposing probable vendors for executing the work of establishing the Advanced Automotive Testing and Development center at CIRT, Pune

VIII. **Form 'f'** : Proforma for curriculum vitae.

IX. Any other documents supporting as object evidence for above

b. Part 2- Financial Proposal

The sealed envelope marked, as "**Financial Proposal**" shall contain document duly filled and signed by an authorized person from the Applicant's company as per the format given below: *(The bidder must fill the Financial Proposal excel sheet enclosed with RFP)*

X. **Form 'e'** : Financial proposal

- 2.6.2.1. The Applicants shall quote for the entire work 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.
- 2.6.2.2. 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.
- 2.6.2.3. 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.
- 2.6.2.4. The prices should not be knowingly disclosed by the Consulting agency/firm, directly or indirectly, to any other Consulting agency/firm or competitor before the Financial Proposal opening unless otherwise required by law.
- 2.6.2.5. Price Components
 - Consulting agency/firm shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total Proposal prices.
- 2.6.2.6. Price Schedule

- Consulting Agency/Firm are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns in the price schedule should be filled up as required. If any column does not apply to a Consulting agency/firm, he should clarify the same.
- Consulting Agency/Firm shall fill in rates other than zero value in the specified cells without leaving them blank.
- The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Consulting Agency/Firm, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of the Consulting Agency/Firm's country and in India.

2.6.2.7. Provisions of GST Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate. While quoting the basic rate, the Consulting Agency/Firm should offset the input credit available as per the GST Act.

2.6.2.8. Currencies of Proposal and Payment

- 1) Unless otherwise stipulated in the Association of International Tax Consultant (AITC), the Consulting Agency/Firm's currency of Proposal and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Where the AITC permits quotations in different currencies, then, for Services performed in or sourced from India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted in Indian rupees or the currency stipulated in the AITC. For evaluation, all quoted prices shall be converted into Indian Rupees.

2.6.2.9. If any Non-compliance issue, where prices are quoted in any other way, shall be rejected as non-responsive.

2.6.2.10. Firm/ Variable Price

- 1) Firm Price, unless and otherwise stipulated in the AITC, prices quoted by the Consulting agency/firm shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 2) Price Variation Clause:
 - i. In case the RFP Documents require/ permit offers on a variable price basis, the price quoted by the Consulting Agency/Firm shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the RFP Document.

- ii. If a Consulting agency/firm submits a firm price quotation against a variable price quotation requirement, that Proposal shall be prima-facie acceptable and considered further, taking the price variation asked for by consulting agency/firm as nil.

2.6.2.11. GST Registration Status:

- 1) All the Consulting Agency/Firm should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consulting Agency/Firm should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) GST Registration Number (15-digit GSTIN). If the Consulting agency/firm has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the service delivery shall be quoted. If the services provided are from multiple states, the Consulting agency/firm should mention GST registration numbers for each state separately.
- 3) Composition scheme: If the Consulting Agency/Firm has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) Exemption from Registration: If a Consulting Agency/Firm is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. The Consulting Agency/Firm claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consulting Agency/Firm fulfils all conditions prescribed in notification exempting him from registration. Such Consulting Agency/Firm/ dealer shall not charge any GST and/ or GST cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. The Consulting Agency/Firm should note that its offer would be loaded with the payable GST under the RCM. Further, the Consulting Agency/Firm should notify and submit to the Procuring Entity within 15 days of becoming liable for registration under GST.

2.6.2.12. Payments

- 1) General Unless otherwise stipulated in AITC, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.
- 2) No Advance Payments unless and otherwise stipulated in AITC, the Procuring Entity shall make no advance payment of any type (Mobilization, secured advances, etc.). If AITC does stipulate advance payments, these shall be subject to the conditions stipulated therein.

- 2.6.2.13. The Financial proposal should include all the costs associated with the assignment. These shall normally cover remuneration for staff (foreign and local, in the field, office, etc.), travel and accommodation, transportation, equipment usage, printing of documents, surveys, geotechnical investigations (if any), etc.
- 2.6.2.14. A conditional offer or the proposal not furnished in the format attached in Appendix-IV shall be considered non-responsive and is liable to be rejected.
- 2.6.2.15. The financial proposal shall consider all types of tax liabilities and the cost of insurance specified.

2.7. Uploading of Submission

- 2.7.1 Proposals must be uploaded on the eProcurement Portal or hand delivered PROPOSAL shall be put in the box placed at the Administration Service Division, Central Institute of Road Transport, Post Box 1897, Pune-Nashik Road, Bhosari, Pune on or before 19/03/2025, 17.00 hrs.
- 2.7.2 The PROPOSAL sent through post/courier shall reach CIRT on or before 19/03/2025, 17.00 hrs. 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.
- 2.7.3 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.
- 2.7.4 Any PROPOSAL received by CIRT after the deadline for submission will be rejected and returned unopened to the Applicant unless CIRT decides otherwise.
- 2.7.5 CIRT reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant 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,
 - b) Failure to submit necessary supporting documentation/information following a specific request by or on behalf of CIRT.
- 2.7.6 Proposals sent telegraphically or through other means of electronic transmission which cannot be delivered in sealed envelopes shall be treated as defective, invalid and shall stand rejected.

2.8. 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 has been taken into account.

2.9. 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 up to 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 the 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.

2.10. 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 the 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.

2.11. 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.

2.12. 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.
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.

2.13. 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 this Technical PROPOSAL, the Applicant shall be required to furnish an undertaking for confidentiality as “**Form `b’ – Letter of Undertaking**”.

2.14. 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 Nationalized or Scheduled Bank, for an amount of **Rs. 45,00,000/- (Forty-Five Lakhs Only)**, 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 the contract.

2.15. Terms of Payment

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

2.16. 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 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 with receipt of a PROPOSAL after the submission deadline and /or determination that an 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 lodgment 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 II 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.

2.17. List of Annexures

The Annexures to this document are as listed below-

- Annexure I : Terms of Reference
- 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

2.18. List of Forms

The forms of 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 Organization, 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

2.19. Penalty

The Consulting Agency/Firm agency will indemnify for any direct loss or damage that accrues due to services deficient in carrying out the Detailed Project Report. A penalty shall be imposed on the Consulting Agency/Firm for poor performance/service deficiency/ non meeting the delivery timeline as expected from the Consulting agency/Firm and as stated in the General Conditions of Contract.

2.20. Award of Contract

2.20.1 Letter of Award (Acceptance - LoA)

After 10 days from the conclusion of negotiations, the Consulting Agency/Firm whose Proposal has been accepted shall be notified of the award by the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the Consulting Agency/Firm in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the

provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

2.21. Performance Security

- 1) Within the number of days stipulated in AITC (or 21 days if not specified) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the Consulting Agency/Firm to the Procuring Entity.
- 2) If the Consulting Agency/Firm, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit EMD (or enforce Bid Securing Declaration if it was permitted to be submitted in lieu of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

2.22. Signing of Contract

- 1) Publication of Results: The Procuring Entity shall send to each techno-commercially suitable Consulting Agency/Firm the Notification of Intention to Award the Contract to the successful Consulting Agency/Firm. The Notification of Intention to Award shall contain, at a minimum, the following information: (a) The name and address of the Consulting Agency/Firm with whom the Procuring Entity successfully negotiated a contract; (b) the contract price of the successful Proposal; (c) the names of all Consulting Agency/Firm included in the short list for RFP, indicating those that submitted Proposals; (d) the final combined scores and the final ranking of the Consulting Agency/Firm (e) The name and address of the successful Consulting Agency/Firm(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.
- 2) After the award notification, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consulting Agency/Firm for review. The Consulting Agency/Firm may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security.
- 3) If asked by the Procuring Entity, the successful Consulting Agency/Firm shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by suitable digital means.

2.23. Grievance Redressal/ Complaint Procedure

- 1) The Consulting Agency/Firm has the right to submit a complaint or seek de-

- briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
 - 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such a complaint process:
 - a. Only a Consulting Agency/Firm who has participated in the procurement process, i.e., pre-qualification, Consulting Agency/Firm registration or bidding, as the case may be, can make such a representation.
 - b. Only a directly affected Consulting Agency/Firm can be represented in this regard.
 - c. If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Consulting Agency/Firm whose technical Proposal is found to be acceptable.
 - 4) No third-party information (RFPs, evaluation results) can be sought or included in the response.
 - 5) The following decisions of the Procuring Entity shall not be subject to review:
 - a. Determination of the need for procurement.
 - b. Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
 - c. Selection of the mode of procurement or bidding system;
 - d. Choice of the selection procedure.
 - e. Provisions limiting the participation of Consulting Agency/Firm in the Procurement Process, in terms of policies of the Government
 - f. Provisions regarding purchase preferences to specific categories of Consulting Agency/Firm in terms of policies of the Central Government
 - g. Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

2.24. Code of Integrity in Public Procurement, Misdemeanors and Penalties

Procuring authorities, Consulting Agency/Firms, suppliers, contractors, and Consulting Agency/Firm should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly,

at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered part of this clause of ITC (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Procurement Process.

CIRT shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i. Invitation Letter and Terms of References
- ii. Replies to pre-bid queries, if any
- iii. Amendments/corrigendum to RFP
- iv. List of bidders who did not pass the Eligibility Requirements, stating the broad deficiencies and scores
- v. List of bidders who did not pass the Technical Evaluation stating the reasons and scores
- vi. List of bidders who qualified for opening the financial bid.
- vii. The name of the qualified bidder (L1)

It is the Central Institute of Road Transport policy that the Consulting Agency observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, CIRT shall:

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between two or more Consulting Agency with or without the knowledge of CIRT, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the firm/agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm/ agency ineligible, either indefinitely or for a stated period of

time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract; and

- (d) will have the right to require that a provision be included requiring firm/agency to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.”

2.25. Evaluation of Proposal

The proposals would be evaluated by a Technical Advisory committee (TAC) & Approval & Monitoring Committee (AMC) constituted by Central Institute of Road Transport. A three-stage procedure will be adopted to evaluate the proposal.

2.25.1. Stage I - Proof of Eligibility

In the first stage - Proof of Eligibility, it will be examined as to whether:

- i. The proposal is accompanied by mail, where CIRT will provide receiving confirmation.
- ii. The Consulting Agency/Firm (s) have offices in India.
- iii. The Consulting Agency/Firm (s) have required experience.
- iv. The documents are properly signed by authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above.
- v. The proposals have been received on / or before the deadline for submission.
- vi. A Consulting Agency/Firm satisfying the minimum eligibility criteria as mentioned hereinabove and, more specifically, in Terms of Reference shall be construed as shortlisted for further evaluation of Technical Proposals.
- vii. Average turnover from Indian operations from consulting services provided in the area of establishment of automotive testing and infrastructure development in last 3 years. (Turnover in INR in Crores) [Reference Details: Extract of the audited Profit/ Loss statement and Balance sheet]
- viii. Average turnover from overseas operations from consulting services provided in the area of establishment of automotive testing and infrastructure development in the last 3 years. (Turnover in INR in Crores) [Reference Details: Extract of the audited Profit/ Loss statement and Balance sheet]
- ix. Full time professional staff engaged in consulting services (Number of staff)

2.25.2. Stage II- Technical evaluation

In the second stage, the Technical Proposal will be evaluated using the detailed evaluation criteria given below.

S. No.	Technical Evaluation Criteria	Min requirements	Reference Details
1	<u>Experience of firm (Indian operations)</u>		
	1.1 Experience of providing consultancy services for Establishment of an Automotive test facility complying to Regulatory requirements (Number of Projects) (AIS/GTR/ECE/EEC etc.) (aligned to the scope of work) 1.1.1 Govt Projects 1.1.2 Others	3	a. Attach work orders/client certificates. b. If the consulting services have been done in consortium mode than furnish the details of consortium partners.
	1.2 Experience in Project Management for consulting services related projects (on an end to end basis)		
	1.2.1 Number of Projects		
	1.2.2 Value of Consulting Assignments for projects (amount in Rs. Lakhs) The average value of 3 consulting projects shall be used for this purpose.	Project Value in Rs.: Single project of 250 Cr. / 3 projects of 100 Cr. each	a. Attach work orders. b. Financial statement audited / certified by CA.
	1.3 Experience of project supervision, hand holding during the project execution (Number of Projects) & SLA monitoring	Please specify	----
	<p>Note:</p> <p>1. For all the above, the Completion / satisfactory work in progress Certificate of the projects completed / undertaken in the last 3 years (as on 31st March 2024) need to be provided (issued to the responding firm by the respective customers)</p> <p>2. The value of the projects considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In case Revenue breakup isn't available in the Lol / Purchase Order / Agreement, the responding firm shall provide a notarized Affidavit along with the Certificate provided by the Chartered Accountant. In the absence of such supporting documents, the projects would not be considered for evaluation.</p>		
	<u>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</u>		
2.	2.1 Understanding of the objectives of the assignment: The extent to which the Consulting Agency/Firm's approach and work plan covers the objectives indicated in the Scope of Work	Please specify	----
	2.2 Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	Please specify	----

S. No.	Technical Evaluation Criteria	Min requirements	Reference Details
	2.3 Proposed Project Plan/methodology detailing out dependencies and assumptions with action plan and Gantt chart	Please specify	----
3.	<p><u>Quality and competency of key professional staff proposed</u></p> <ul style="list-style-type: none"> • The bidder shall designate certain employees as Key Personnel who are expected to be retained for the entire deployment period unless otherwise changed, substituted or replaced as per the terms of the contract • The shortlisted Consulting Agency/Firm would be required to deploy an appropriate Team consisting of Project Manager, Subject Specialists and Team members etc. • The evaluation of Key Personnel would be based on their adequacy for the assignment with respect to the education, experience of the candidate in the specific sector, field, subject and so on – directly relevant to the assignment. • For the purpose of evaluating CVs for positions of : <ol style="list-style-type: none"> 1. Project Lead (1) 2. Working Team (at least 8 CVs), 4/5 specific domain facilities mentioned in TOR <p>Will be evaluated based on:</p> <ol style="list-style-type: none"> 1. Qualification 2. Years of total relevant engineering and consulting experience 3. No. of Projects undertaken 4. Breadth of Experience <p><u>Note : CV to be attached</u></p>	Please specify	----

2.25.2.1. The Consulting agency/ Firm shall ensure that details furnished in the CV by the personnel are correct are duly endorsed by the bidder.

2.25.2.1.1. If the proposed work is to be executed in a consortium mode, then the consulting agency / firm must submit a declaration regarding conflict of interest.

2.25.2.2. General Conditions are:

- a. If information is found incorrect/fake/inflated in the CV, at any stage, debarment of the key personnel from future MoRTH or its Executing Agencies projects up to 2 years may be taken by MoRTH or its Executing Agencies.
- b. In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm up to 2 years from future MoRTH or its Executing Agencies projects shall be taken by MoRTH or its Executing Agencies.
- c. In case the information contained in the CV is found incorrect/fake/inflated at any stage, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.
- d. The Project Team should be available from the beginning of the project. Continuity of all Key Personnels should be involved from start till the end of the project (installation and commissioning) is recommended.
- e. The availability of key personnel must be ensured for the duration of the project as per the proposed work program. If a Consulting agency/ firm claims that key personnel proposed by them is a permanent employee of the Agency/firm (the personnel should have worked in the firm continuously for a period of at least 1 year), a certificate to the effect be furnished by the firm.
- f. The age limit for key personnel should not more than 65 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
- g. An undertaking from the key personnel must be furnished that he/she will be available for the entire duration of the project assignment and will not engage himself/herself in any other assignment during the period of his/her assignment on the project. After the award of work, in case of the non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of Central Institute of Road Transport.
- h. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.
- i. The photo, contact address, email and phone/mobile number of key personnel should be furnished in the CV.
- j. Availability of key personnel engaged for the preparation of the Detailed Project Report for the envisaged project may be ensured during the complete project and

after the DPR review and signoff. For this purpose, payment shall be made as per the deliverable schedules and at the man-month rates quoted by the firm in their financial proposal.

- k. It may please be noted that in case the requirement of the 'Experience' of the firm as mentioned in the "Proof of Eligibility' is met by any foreign company, their real involvement in the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the draft feasibility report and draft DPR duly reviewed by the parent firm and their paying visit to the site and interacting with Central Institute of Road Transport. In the case of key personnel proposed by the foreign company, they should be on their payroll for at least last six months (from the date of submission).
- l. In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.

2.25.3. Stage III - Evaluation of Financial Proposal

2.25.3.1. Financial Proposal/Bid of all Qualified Consulting Agency's/Firm's in accordance with proof of eligibility and Technical Qualification, shall be opened and the bidder shall be selected based on the comparative financial statements.

We would appreciate your informing us by facsimile/e-mail *whether you have submitted a proposal.*

Thanking you.

Yours Sincerely,

CIRT, Pune

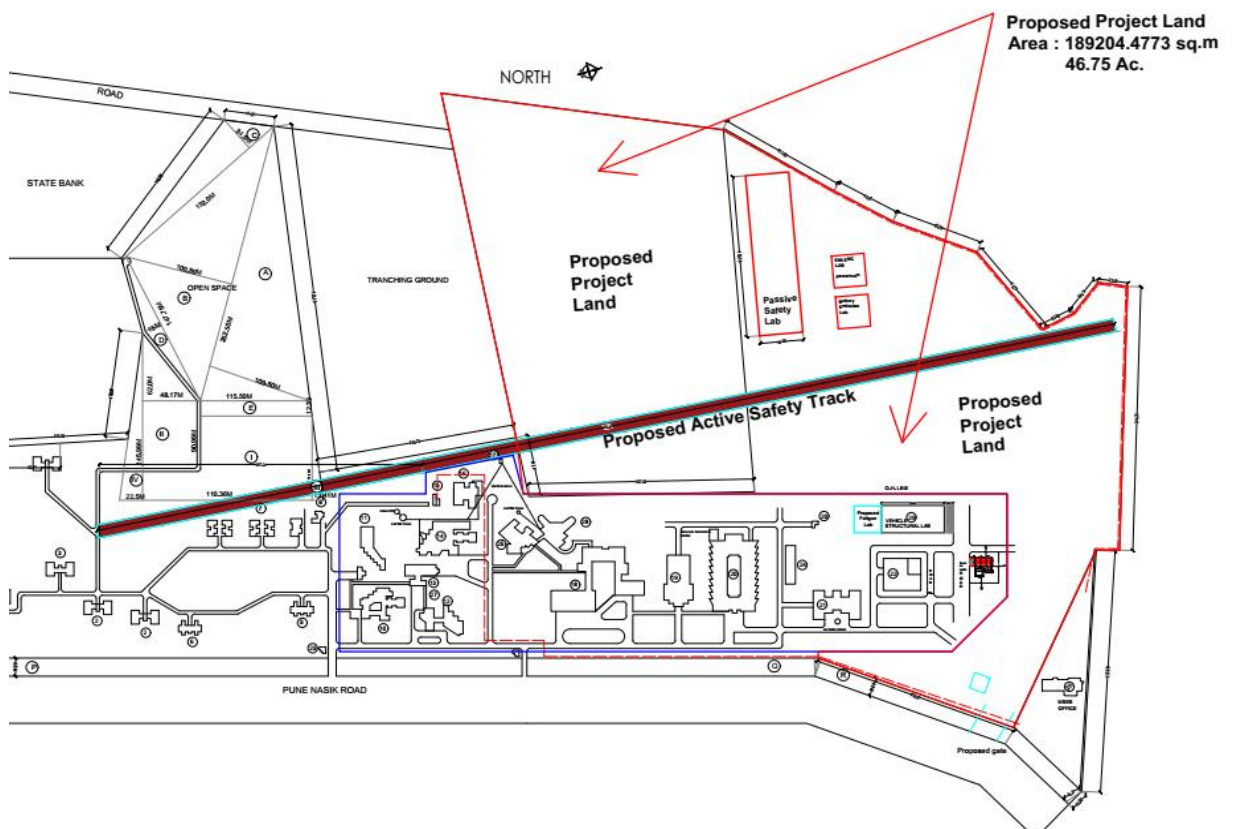
Encl. as above

3. Annexure I: Terms of Reference

3.1. Background

The Central Institute of Road Transport, Pune (authorized test agency under Rule No. 124 & 126 of CMVR) under the Ministry of Road Transport and Highways has planned to empanel a capable and qualified consulting firm, who has proven track record in providing consulting services for establishing Automotive testing and development facilities aligned with current and upcoming GTR/AIS.

The automotive manufacturers and auto-component manufacturers are facing challenges in terms of the number of available vehicles and component testing options with respect to time, money and excellence in automotive testing and development. New and upcoming automotive regulations may lead to long service times for testing for the manufacturers and startups in this domain. As India aims to decarbonize the mobility and compete with global standards by making a paradigm shift from conventional automotive technologies to the sustainable technologies such as carbon neutral fuels, electric vehicles, Hydrogen Fuel cell technology, etc. and safety assist features like Advanced driver-assistance systems, etc. Also, development in areas like cyber security, where new regulations and standards will form a major part of vehicle testing.



CIRT Layout Plan – Proposed AATDC Project Land

3.2. Objective

The objective of this project is to empanel a Consulting agency/firm which shall be responsible for the establishment of the Advanced Automotive Testing and Development Centre at CIRT with a futuristic vision of 5-10 years in areas of automotive testing and development. The consulting agency shall prepare DPR and provide consulting services till the establishment (installation and commissioning) of the AATDC at CIRT.

3.3. Scope of Work

Details of the activities

S. No.	Key Activity	Deliverables
1.	CIRT Institute's current assessment	<ol style="list-style-type: none"> I. Land and infrastructure assessment <ol style="list-style-type: none"> i. Used Land ii. Available Land iii. Assessment of electrical power availability II. Manpower <ol style="list-style-type: none"> i. Department wise ii. Designation wise iii. Competency mapping of existing manpower III. Testing Facilities <ol style="list-style-type: none"> i. Lab ii. Machinery/Equipment's iii. Residual Life iv. Recommendation on upgradation of existing test facilities
2.	Future Testing Facility Requirement	<p>Automotive Test facilities aligned with National and Global standards GTRs/AIS in the areas of Active & Passive Safety, Regulatory emissions compliance, noise, EV, Battery testing, EMI/EMC testing, etc. for 2 & 3-Wheeler, 4-Wheelers and Heavy duty engine/ vehicles categories and details on:</p> <ol style="list-style-type: none"> I. Complete description of each lab indicating its role, list of facilities, details of the regulations these facilities adhere to and layout drawings II. Machinery/Equipment with key technical specifications and all other specifications. III. Data Collection and analysis capabilities for development work with focus on reduced development timeline IV. Budgetary Cost (from multiple supplier sources) V. Corresponding requirements of civil work, electrical work and land VI. Utilities required

S. No.	Key Activity	Deliverables
		<ul style="list-style-type: none"> VII. Prospective agencies/suppliers VIII. Supplier capability assessment IX. Expected Utilization of testing Facilities X. Manpower Required XI. Training requirements XII. Study of the permissions required to be obtained for the proposed testing facility such as environment compliances, safety related compliance, etc.
3.	Financial Analysis	<ul style="list-style-type: none"> I. Costing for the overall projects II. Costing of each of the testing facilities III. Cash flows with timelines during the execution of project IV. Operational cost, AMC, Consumable cost etc. including calibration cost V. Revenue Projections (for each recommended testing facilities) VI. Expected ROI (for each recommended testing facilities) VII. Pricing Strategy
4.	Automotive Market Forecasting	<ul style="list-style-type: none"> I. Automotive Technology trends 5-10 years II. Road Map of Regulatory requirements (5-10 years) III. Total Volume of vehicle segments x models x powertrain from manufacturers (OEMs/startups) IV. Serviceable and addressable market based on Location and recommended facilities V. All motor vehicles and auto-components VI. Benchmarking other testing agencies VII. Trends of different vehicle/automotive technologies w.r.t vehicle segments
5.	Customer Requirements (OEMs, Auto component)	<ul style="list-style-type: none"> I. Surveys and interviews to understand current issues and demand related to vehicle and component testing requirements (Development, Type Approval, Verification, CoP etc. II. Seeking suggestions and preferences for testing agencies III. Aligning with the global test standards
6.	Probable vendors	<ul style="list-style-type: none"> I. II.

S. No.	Key Activity	Deliverables
7.	Project Execution	The Consulting Agency/Firm must coordinate with various equipment suppliers for successful deployment/establishment of the proposed test facility at CIRT, Pune.

Detail scope of work consists of:

1. Consolidation of requirements of the project with CIRT. DPR shall address what facilities are highly interdependent to be clubbed in the same phase.
2. Assessment of the existing testing equipment, utilities, civil work, human resource etc.at CIRT.
3. Finalizing all necessary requirements for Testing Facilities.
4. Financial Assessment of CIRT.
5. Preparation of submission drawings and making all necessary documents including site development.
6. Tender documents preparation and assessment of Machinery, Civil, and Electrical and Utilities Work.
7. Planning architectural designs and drawings, preparing drawings and working drawings. Civil drawings shall include all relevant structure drawings required for installing and satisfactory running of equipment and allied infrastructure required for the operation. Also, include any special foundation, floor requirements with flatness, anti-static properties etc. Reinforced structure requires special considerations of rigidity, vibration isolators, noise control, specific lighting requirements etc.
8. Preparing models of project. 3D model is preferred for layout a walk through from material handling point of view, safe movement of customer keeping confidentiality is prime.
9. Interaction with Utilities suppliers for input to internal design and incorporation of the same.
10. Design of general utilities and working conceptual 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, HVAC Plan including general lighting, power co-generation, DG set, smoke and fire detection and suppression system, control system, vehicle exhaust system, compressor air system, Electrical Supplies, UPS, office furniture and interior for office and control room, etc.
11. Preparation and specify a room data sheet for every room/part of the test facility clearly identifying electrical, civil, pneumatic, hydraulic, ventilation, HVAC requirement, environmental control expected etc.
12. Preparation of Tender documents with tender drawings.
13. Participation in pre-bid meeting.
14. Support for Technical tender evaluation.
15. Support in finalization of designs and lay outing of utilities and their working drawings

16. Supply a 3D model for the finalized plan.
17. 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.
18. Designing building security system, access control, LAN and telephone etc. and working drawing.
19. Technical support during Audit, as and when required.
20. The Consulting Agency/Firm will provide details and specifications of required utilities.
21. The Consulting Agency/Firm will provide a layout for approach road, electricity, water, compound wall and the specification required for same.
22. Test facility acceptance document for each facility.
23. Training need of the Equipment's apart from one expected to be imparted by the equipment supplier on use and maintenance of equipment.
24. In any case Individual contract shall identify all periodical maintenance schedules, Calibration schedules as expected by ISO 17025 to ensure the test facilities complies with ISO 17025 requirements fully.

3.4. Deliverables

The time schedule for various submissions prescribed above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. The Consulting Agency is advised to go through the entire terms of reference carefully and plan its work method in such a manner that various activities followed by respective submissions as brought out above are completed as stipulated:

S. No.	Deliverables	Timeframe (from Project kick-off)
1	Inception Report Action plan to be submitted for approval covering all recommendations of all project studies and methodology to achieve its implementation.	1 Week
2	Report 1 Benchmarking of the existing CIRT infrastructure, status and current progress Report depicting the methodology, variances if any, timelines and work plan for the assignment	1 Month
3	Report 2 <ul style="list-style-type: none"> • Benchmarking of the identified testing facilities with international and national test agencies. • Recommended testing facilities (including civil work, utilities), Technical manpower with financial details and probable executing agencies. • Expected ROI 	2 Months
4	Executive summary	2.5 Months
5	Final Report Submission of final DPR (including all clauses of the "Scope of	3 Months

	work” indicated at S. No. 3 of TOR)	
6	Monthly Progress report on achievement of each recommendation with a methodology to achieve balanced work	Every Month

It is expected that the DPR with detailed recommendations backed with research and data shall entail the requirements of the automotive industry for the next 5-10 years.

3.5. Payment Terms

- i. 20% after acceptance of the Final DPR by TAC & AMC.
- ii. 10% after submission of layout plan and drawing
- iii. 20% after selecting the Vendors for various test facilities.
- iv. 10% after completion of 20% of project
- v. 10% after completion of 40% of project
- vi. 10% after completion of 60% of project
- vii. 10% after completion of 80% of project
- viii. 10% after 100% completion and commissioning of test equipment’s of the project.

This is a fixed-term contract, and hence, the consulting agency would not charge additional fees if it delayed the work.

3.6. Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in the rejection of its proposal.

3.6.1 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 Consulting Agency/Firm shall not, without the previous written consent of CIRT, use, copy, publish, disclose or otherwise deal with, nor cause not permit its Sub Consulting Agency/Firm 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.

3.6.2 The Consulting Agency/Firm shall not without the prior written permission of the CIRT Representative:

- (i) Disclose the Contract or a 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 Consulting Agency/Firm 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.

- 3.6.3 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 Consulting Agency/Firm's performance under the Contract, if so required by the CIRT Representative.

3.7 Disclaimer

Proposals received late will not be considered and will be returned unopened to the respondents. CIRT reserves the right to (a) reject any / all proposals without assigning any reasons thereof, b) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Institute and the objective of the project without assigning any reasons thereof and c) include any other item in the Scope of work at any time after consultation in the pre-proposal meeting or otherwise.

4. Annexure II : Power of Attorney

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

5. Annexure III : General Conditions of Contract

5.1. GENERAL PROVISIONS

5.1.1. 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.

“Advance Payment Guarantee” means any or all of the guarantees to be procured.

“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 Consulting Agency/Firm 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 Consulting Agency/Firm’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 Consulting Agency/Firm, the Consulting Agency/Firm 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 stipulated in Annexure VIII.

“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 5.17.

“Change Order” shall have the meaning ascribed to it in clause 5.17.2.

“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 5.13,5.14 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 Consulting Agency/Firm or which is generated by the Consulting Agency/Firm or any sub-Consulting Agency/Firm or any information or data that the Consulting Agency/Firm 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 unauthorized actions or fault of the Consulting Agency/Firm; or
- (b) Which is in the possession of the Consulting Agency/Firm 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 initialed by CIRT and the Consulting Agency/Firm and includes any amendment thereto made in accordance with the provision hereof.

“Consulting Agency/Firm” 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 Consulting Agency/Firm, but not any assignee of the Consulting Agency/Firm.

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

“Consulting Agency/Firm’s Document” means in addition to the documents mentioned in clause 5.1.5, those documents to be prepared by the Consulting Agency/Firm 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 all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.

“Consulting Agency/Firm’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 Consulting Agency/Firm but Consulting Agency/Firm’s Equipment excludes “Equipment”.

“Consulting Agency/Firm’s Insurance” means the insurance policies to be purchased and maintained in full by the Consulting Agency/Firm.

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

“Contract Sum” means the sum mutually agreed between CIRT and Consulting Agency/Firm as the sum payable to the Consulting Agency/Firm 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 5.14

“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.

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

“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.

“AATDC” means Advanced Automotive Testing and Development Centre.

“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 Consulting Agency/Firm and **“Party”** means any one 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.

“Project” means the Establishment of AATDC project at CIRT Pune.

“Project Site” means that part of the site as indicated in the TENDER, on, under and over which the Works are to be executed at site to which Consulting Agency/Firm’s Equipment are to be delivered.

“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 Consulting Agency/Firm of suppliers of CIRT or any Consulting Agency/Firm 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 Consulting Agency/Firm” 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 Consulting Agency/Firm” means a Sub Consulting Agency/Firm to whom a part of the Works has been subcontracted by Consulting Agency/Firm.

“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 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 Consulting Agency/Firm, its Sub Consulting Agency/Firm 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.

5.1.2 Interpretation

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

5.1.2.1 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):

5.1.2.2 Definition within Clauses have the meaning ascribed thereto:

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

5.1.3 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 communication shall be valid and effectual only if:

- (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.

5.1.4 Confidentiality

5.1.4.1 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 Consulting Agency/Firm shall not, without the previous written consent of CIRT, use, copy, publish, disclose or otherwise deal with, nor cause not permit its Sub Consulting Agency/Firm 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.

5.1.4.2 The Consulting Agency/Firm shall not without the prior written permission of the CIRT Representative:

- (i) Disclose the Contract or a 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 Consulting Agency/Firm in the performance of the Contract. Disclosure to any such employed person shall be made confident and shall

extend only as far as may be necessary for the 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.

5.1.4.3 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 Consulting Agency/Firm's performance under the Contract, if so required by the CIRT Representative.

5.1.5 Consulting Agency/Firm's Document

5.1.5.1 The Consulting Agency/Firm'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) Consulting Agency/Firm's PROPOSAL and the document attached thereto including the letters of clarifications thereto between the Consulting Agency/Firm 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 Consulting Agency/Firm 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 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.

5.1.5.2 The Consulting Agency/Firm shall prepare all Consulting Agency/Firm's Document and shall submit the Consulting Agency/Firm'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.

5.1.6 Conflict of Documents

5.1.6.1 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 Consulting Agency/Firm's Documents.
- (iii) General Conditions of Contract.

5.1.6.2 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.

5.1.7 CIRT Representative's Instructions

5.1.7.1 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 Consulting Agency/Firm after the effective date.

5.1.7.2 Where the Consulting Agency/Firm 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 Consulting Agency/Firm to CIRT, may, without prejudice to any other method of recovery be deducted by CIRT from any monies due to the Consulting Agency/Firm, or may be recovered as a debt due and payable to CIRT on demand.

5.1.8 Assurance

5.1.8.1 The Consulting Agency/Firm 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 Consulting Agency/Firm of the contract and which shall be maintained by the Consulting Agency/Firm at its own expense in full force and effect until the date set out in TENDER and until the completion of assurance period.

5.2. THE CIRT REPRESENTATIVE

5.2.1 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 Consulting Agency/Firm shall take instructions, notice, communications, decisions, and approvals only from CIRT Representative.

5.2.1.1 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 Consulting Agency/Firm 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.

5.2.1.2 Any written communication between the Consulting Agency/Firm and any assistant of CIRT representative shall immediately and contemporaneously be copied by the Consulting Agency/Firm to CIRT representative.

5.2.1.3 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 Consulting Agency/Firm questions any communication of an assistant of CIRT Representative, the Consulting Agency/Firm 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.

5.2.2 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.

5.2.3 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 Consulting Agency/Firm to ensure that the Works are executed in all respects in accordance with the Consulting Agency/Firm's obligations under the Contract. The Consulting Agency/Firm 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 Consulting Agency/Firm.

5.3. COMMENCEMENT

5.3.1 Condition Precedent

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

5.4. THE PROJECT SITE

5.4.1 Access to and possession of the Project site

5.4.1.1 Save in so far as the Contract may prescribe.

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

CIRT will, simultaneously from the Commencement date, give to the Consulting Agency/Firm uninterrupted access to and possession of only so much of the Project site as may be reasonably required by the Consulting Agency/Firm to commence and proceed with the execution of the works. The Consulting Agency/Firm 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.

5.4.1.2 The Consulting Agency/Firm 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 Consulting Agency/Firm'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 Consulting Agency/Firms, 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.

5.4.1.3 The Consulting Agency/Firm shall liaise with each of the related works Consulting Agency/Firm(s) in relation to when the various portions of the Project site will be made available to the Consulting Agency/Firm. The Consulting Agency/Firm shall keep the CIRT representative fully informed as to all communications with such related works Consulting Agency/Firms.

5.4.2 Unauthorized Persons

The Consulting Agency/Firm 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.

5.5. CONDITION OF THE PROJECT SITE

5.5.1 Information from CIRT

The Consulting Agency/Firm 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 Consulting Agency/Firm and that the Consulting Agency/Firm enters into the contract based upon its own investigations and determinations.

5.5.2 Consulting Agency/Firm to Inspect

The Consulting Agency/Firm 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 water and electricity. No claim by the Consulting Agency/Firm regarding misunderstanding or misapprehension in respect of matters related to this clause shall be maintainable.

5.6. THE CONSULTING AGENCY/FIRM

5.6.1 The Consulting Agency/Firm's General Responsibilities

5.6.1.1 Subject to and in accordance with the terms and conditions of the Contract, the Consulting Agency/Firm 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 including the 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.

5.6.1.2 The Consulting Agency/Firm shall at its own expense:

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 Consulting Agency/Firm under the Contract and to provide full attention to the Execution of the works.

5.6.2 The Consulting Agency/Firm'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 Consulting Agency/Firm 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 Consulting Agency/Firm hereby represents and warrants to CIRT that;

Design (to the extent required by the contract)

5.6.2.1 It has satisfied as to and adopts and accepts full responsibility for any design of the Works contained in and reflected by Contract.

5.6.2.2 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.

5.6.2.3 The Works have been and will continue to be designed and specified utilizing state of the art systems procedures and technology in compliance with the contract.

5.6.2.4 The Consulting Agency/Firm 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;

5.6.2.5 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, any relevant authority and the related works Consulting Agency/Firm and that it has taken account of the same in the contract sum.

5.6.2.6 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;

(i) The contract sum is inclusive of the cost of the Consulting Agency/Firm's compliance and

(ii) The Consulting Agency/Firm 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.

5.6.2.7 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.

5.6.2.8 The personnel to be employed by the Consulting Agency/Firm shall be properly skilled, competent and experienced having regard to the nature and extent of the works.

5.6.3 Indemnity

5.6.3.1 The Consulting Agency/Firm 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 Consulting Agency/Firm, CIRT or by other employed by CIRT.

5.6.3.2 CIRT rights are without prejudice to any other right which it may have whether at law or otherwise.

5.7. SUBCONSULTING AGENCY/FIRM

5.7.1 Subcontracting

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

5.7.2 Sub Consulting Agency/Firm's warranty and Assignment of sub-Consulting Agency's/Firm's obligations

The Consulting Agency/Firm shall procure the assignment of warranties by the sub-Consulting Agency/Firm, any continuing obligation of a sub-Consulting Agency/Firm extending for a period exceeding that of the warranty period shall be disclosed to CIRT representative by the Consulting Agency/Firm and be assignable to CIRT or its nominee. The Consulting Agency/Firm shall ensure that the sub-Consulting Agency/Firm 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.

5.7.3 Responsibility

5.7.3.1 Sub-contracting does not relieve the Consulting Agency/Firm from any of its liabilities or obligation under the contract.

5.7.3.2 The Consulting Agency/Firm shall be fully responsible for the acts, defaults, omissions and neglects of any sub-Consulting Agency/Firm and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Consulting Agency/Firm.

5.7.4 Subcontract Terms

The Consulting Agency/Firm shall procure that

5.7.4.1 Every sub-Consulting Agency/Firm has knowledge of the relevant terms of the contract and provisions in the contract relating to confidentiality and each subcontract entered into by the Consulting Agency/Firm shall

be let on such terms and conditions as are reasonably necessary for the Consulting Agency/Firm to ensure compliance with its obligations under the contract.

5.7.4.2 The sub-Consulting Agency/Firm provides like warranties and indemnities as given by the Consulting Agency/Firm to CIRT.

5.8. SUFFICIENCY OF THE CONTRACT SUM

The Consulting Agency/Firm 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.

5.9. ENVIRONMENTAL COMPLIANCE

The Consulting Agency/Firm 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.

5.10. RELATED WORKS

5.10.1. Acknowledgement

The Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm agrees that it shall take all necessary steps to coordinate with the related works Consulting Agency/Firm for the integration of the works and the related works.

5.10.2. Failure to Coordinate

If 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

5.10.2.1. Suspending the progress of the execution of the works or any part thereof and /or

5.10.2.2. 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 5.10.2.2 is required as a result of a breach by the Consulting Agency/Firm of its obligations under this Clause 5.10.2.2, the Consulting Agency/Firm 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.

5.10.3. Consulting Agency/Firm's Indemnities

The Consulting Agency/Firm 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 Consulting Agency/Firm's failure to comply with its obligations.

5.11. CIRT NOT LIABLE FOR DAMAGE

CIRT shall not at any time be liable for the loss of or damage

5.12. CONSULTING AGENCY/FIRM'S PERSONNEL

5.12.1. Consulting Agency/Firm's Personnel

5.12.1.1. General

The Consulting Agency/Firm 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 Consulting Agency/Firm under the Contract and to provide full attention to the Execution of the Works.

5.12.1.2. The Consulting Agency/Firm's Project Organisation Chart

- a. The Consulting Agency/Firm's Project Organization Chart to be submitted by the Consulting Agency/Firm to the CIRT shall show the proposed organization to be established by the Consulting Agency/Firm for carrying out the Works and shall be consistent with the Consulting Agency/Firm's project organization chart submitted with the Tender submission. The chart shows that the Consulting Agency/Firm 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 Consulting Agency/Firm's Project Organisation Chart, to supervise the Execution of the Works and to deal with CIRT or the CIRT as appropriate.
- b. The Consulting Agency/Firm shall promptly notify the CIRT of any proposed revision or alteration of the Consulting Agency/Firm's Project organization Chart.

5.12.1.3. Key Personnel

- a. 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 Consulting Agency/Firm must nominate a replacement or replacements as applicable within [7 (seven)] days and this Clause 13.4.3.1 applies to such nomination.
- b. 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.

5.12.1.4. Technical Assistants

The Consulting Agency/Firm and, where appropriate any Sub Consulting Agency/Firm 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.

5.12.1.5. Removal of Consulting Agency/Firm's Employees

The CIRT may object to and require the Consulting Agency/Firm to immediately remove from the Works at the Consulting Agency/Firm's expense any person employed by the Consulting Agency/Firm or its sub-Consulting Agency/Firm 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 Consulting Agency/Firm's expense as soon as possible by a competent substitute approved by the CIRT.

5.13. TIME FOR COMPLETION

The Consulting Agency/Firm shall complete the works within 03 (three) months or such other time as may be determined in accordance with Clause 5.14.

5.14. EXTENSION OF TIME FOR COMPLETION

5.14.1. Consulting Agency/Firm's notice of event likely to cause delay

- a. The Consulting Agency/Firm shall closely monitor the progress of the Works and shall give written notice to CIRT, with a copy to CIRT.
- b. 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
- c. 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, 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.

5.14.2. 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 5.14.1, the Consulting Agency/Firm 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.

5.14.3. Delay Events

Subject to the other provisions of this Clause 5.14, the Consulting Agency/Firm will only be entitled to an extension at the Time for completion where a delay to the achievement of completion is caused by:

- a) a change instructed other than where such change is instructed as a consequence of any default or breach of the Contract by the Consulting Agency/Firm: or
- b) any act, omission, default or breach by CIRT or
- c) A Force Majeure Event

5.14.4. CIRT to determine extension

Subject always to proper compliance by the Consulting Agency/Firm with the provisions of this Clause 5.14, CIRT shall determine any extension of the Time for Completion and shall notify CIRT and the Consulting Agency/Firm accordingly.

5.14.5. Compliance

- a. the Consulting Agency/Firm shall constantly use its reasonable endeavors 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 Consulting Agency/Firm 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 reasonable endeavors could be avoided or reduced to the extent that such could have been reduced). The onus of proving that the Consulting Agency/Firm has exercised all reasonable endeavors, and that despite such endeavors, the delay could not be avoided or reduced, shall in all cases rest with the Consulting Agency/Firm.
- b. the Consulting Agency/Firm 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 endeavor of the Consulting Agency/Firm or any persons for whom it is contractually or otherwise responsible.

- c. The Consulting Agency/Firm 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 reasonably necessary to support any claim for an extension of time it may subsequently wish to make;
- d. The CIRT shall not be obliged to take into account any circumstances, which are not notified of in accordance with the periods referred to in this clause 5.14 but may upon the written request of the Consulting Agency/Firm extend the said periods if it considers the request for such extension reasonable.

5.15. COMPLETION OF WORKS

5.15.1. 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:

- a) 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,
- b) All outstanding work which CIRT required to be completed before issue of the Completion certificate, has been satisfactorily completed;
- c) The Consulting Agency/Firm has provided to CIRT any amendment or update of any information and documentation, which is required by CIRT.

5.15.2. The Consulting Agency/Firm acknowledges that until the Works are complete, CIRT shall not be able to commence the project.

5.16. ASSURANCE PERIOD

- a) The CIRT shall have the right, but not the obligation, to instruct the Consulting Agency/Firm in writing to execute all such work of defect analysis, root cause identification, and 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 Consulting Agency/Firm, at any time during the Assurance period.
- b) All such work instructed under Clause 5.16.a shall be carried out by the Consulting Agency/Firm at its own expenses.
- c) 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 Consulting Agency/Firm 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 Consulting Agency/Firm, CIRT shall be entitled to recover from the Consulting Agency/Firm the cost thereof or may deduct the same from any monies due or that become due to the Consulting Agency/Firm.

- d) Notwithstanding the expiry of the Assurance period the Consulting Agency/Firm 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.

5.17. CHANGES

5.17.1. General

- a. The Consulting Agency/Firm 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 Consulting Agency/Firm, by notice in writing to carry out changes without prejudice to the contract.
- b. The Consulting Agency/Firm acknowledges and accepts that no change shall in any way vitiate or invalidate the contract.
- c. Subject to the terms of this Clause 5.17, the Consulting Agency/Firm 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.

5.17.2. Procedure for Changes

- 5.17.2.1. 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 Consulting Agency/Firm shall comply or
 - (ii) Issuing a written notice proposing a change (a: "Change Notice").

- 5.17.2.2. Within 14 (fourteen) days of receipt of change notice, the Consulting Agency/Firm 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 affected (a “Change Notice Response”)
- 5.17.2.3. Following receipt of a Change Order, the Consulting Agency/Firm 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 Consulting Agency/Firm.
 - (ii) Any extension of time will be determined and the CIRT representative is entitled to take account of the Consulting Agency/Firm’s estimate (if any) when determining such an 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 work.
- 5.17.2.4. Following receipt of a Consulting Agency/Firm’s change notice response, CIRT representative may either:
- (i) issue a written Change Order to the Consulting Agency/Firm, on such terms and conditions as CIRT representative may deem appropriate, or
 - (ii) withdraw the change notice
 - (iii) The Consulting Agency/Firm shall not to be entitled to any costs or extension of time as a result of preparing a Change notice response.
- 5.17.2.5. If:
- (i) The Consulting Agency/Firm fails to comply with its obligation under Clause 5.17.2; or
 - (ii) If the CIRT Representative rejects the information provided by the Consulting Agency/Firm pursuant to Clause 5.17.2.

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

5.17.3. Consulting Agency/Firm’s Changes

5.17.3.1. The Consulting Agency/Firm may, from time to time during its performance of the contract, propose to CIRT representative any change which the Consulting Agency/Firm 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

5.17.3.2. Where clause 5.17.3.1 (i) applies to the CIRT representative may either:

(i) Issue a written Change Order to the Consulting Agency/Firm and the Consulting Agency/Firm shall implement the Change in accordance with Clause 5.17.2.2; or

(ii) Reject the Change proposed by the Consulting Agency/Firm.

The Consulting Agency/Firm shall not be entitled to any costs or extension of time as a result of preparing a proposal in accordance with Clause 5.17.3.1.

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

5.17.3.4. If in the opinion of the Consulting Agency/Firm, any Change proposed by CIRT representative prevents or is likely to prevent the Consulting Agency/Firm from fulfilling his obligations under the Contract, the Consulting Agency/Firm 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 Consulting Agency/Firm. In case the CIRT representative confirms that the Change shall be carried out, the Consulting Agency/Firm's obligations under the contract shall be modified to and may be mutually agreed to between the parties.

5.17.4. Omissions

5.17.4.1. The Consulting Agency/Firm acknowledges that a change may involve the omission of any part or parts of the Works up to 10% (ten percent) of the total contract price and the Consulting Agency/Firm acknowledges and agrees that CIRT may engage others to carry out that parts so omitted.

5.17.4.2. On the omitted Works, the Consulting Agency/Firm shall be entitled to payment, 10% (ten percent) of the value of omission, which shall include Consulting Agency/Firm's profits and overheads.

5.18. INTELLECTUAL PROPERTY

- a) All Intellectual property, which is proprietary to CIRT or the Consulting Agency/Firm, shall be the exclusive property of CIRT or the Consulting Agency/Firm respectively.
- b) All Intellectual property, jointly developed by CIRT and the Consulting Agency/Firm or developed by the Consulting Agency/Firm for the purposes of the performance, execution and implementation of the Works shall be the exclusive property of CIRT. The Consulting Agency/Firm 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 Consulting Agency/Firm itself for development of facilities owned by the Consulting Agency/Firm shall be permitted subject to the execution of a non-exclusive and revocable license agreement with CIRT on such terms and conditions as may be agreed to between CIRT and the Consulting Agency/Firm.

5.18.1. Infringing Matter

5.18.1.1. The Consulting Agency/Firm 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 5.18.b) or assigned otherwise used in connection with the Works.

5.18.1.2. The Consulting Agency/Firm 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.

5.18.1.3. If either CIRT or the Consulting Agency/Firm is prevented from operating or using the Works or any Intellectual Property or any part thereof (“infringing matter”) the Consulting Agency/Firm 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.

5.18.2. Patent Rights and Royalties

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 Consulting Agency/Firm shall satisfy all demand that may be made at any time for such royalties or fees and the Consulting Agency/Firm shall be liable for any damages or claims for patent infringements and shall keep CIRT indemnified in this regard. The Consulting Agency/Firm 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 any part thereof furnished by the Consulting Agency/Firm, is in a suit or proceeding is held to constitute infringement and its use is enjoined, the Consulting Agency/Firm shall at his option and his own expense, either procure for CIRT, the right to continue the use of such apparatus, replace it with non-infringing apparatus or equipment or modify it so it becomes non-infringing.

5.19. PAYMENT

5.19.1. Payment Schedule

The payment Schedule shall be as per The Terms of Reference

5.19.2. Terms of Payment

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

5.19.3. Currency of Payment

The Contract Price and all payments to be made to the Consulting Agency/Firm in respect thereof shall be Indian Rupees.

5.19.4. 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 Consulting Agency/Firm under the Consulting Agency/Firm, any amount or amount which the Consulting Agency/Firm is liable to pay to CIRT under the Contract.

5.20. TAXES AND DUTIES**5.20.1. Consulting Agency/Firm to Pay Taxes**

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

- a. 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 Consulting Agency/Firm or its Sub Consulting Agency/Firm 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;
- b. The Consulting Agency/Firm 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;
- c. CIRT shall pay the applicable GST to the Consulting Agency/Firm over and above the sum quoted.

5.20.2. Withholding Tax/ Income Tax deducted at Source

The Consulting Agency/Firm 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 Consulting Agency/Firm. CIRT shall provide certificate certifying the deduction so made.

5.20.3. General

- a. The Consulting Agency/Firm 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.
- b. The Consulting Agency/Firm 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 Consulting Agency/Firm (a) to comply with Applicable Laws and Applicable Clearances and / or (b) to make payment of Taxes relating to the Consulting Agency/Firm's Sub Consulting Agency/Firm's and representatives income or other Taxes required to be paid by the Consulting Agency/Firm without reimbursement hereunder and / or (c) to pay amounts due as a result of materials or services furnished to the Consulting Agency/Firm or any of its Sub Consulting Agency/Firm which are payable by the Consulting Agency/Firm or any of its Sub Consulting Agency/Firm or any other person employed or engaged by the Consulting Agency/Firm in connection with the Works.

5.21. CONSULTING AGENCY/FIRM'S COVENANTS

5.21.1. 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 Consulting Agency/Firm with all reasonable speed and at its sole expense without any right to an extension of time) from time to time for proper re-Execution, or interim payment therefore, of any work which, in respect of any workmanship by the Consulting Agency/Firm is not, in the reasonable opinion of the CIRT Representative, in accordance with the Contract.

5.21.2. Illegal Gratification

- a) Bribe, commission, gift or advantage: Any bribe, commission, gift or advantage given or offered by the Consulting Agency/Firm 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 Consulting Agency/Firm may incur, subject the Consulting Agency/Firm 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 Consulting Agency/Firm alone, or jointly under the Contract or any other contract with CIRT. The Consulting Agency/Firm shall be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, by the Consulting Agency/Firm when the Contract is so terminated.

- b) Monetary dealing of Contract with employee of CIRT or CIRT Representative: The Consulting Agency/Firm 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 Consulting Agency/Firm does so, CIRT shall be entitled forthwith to terminate to Contract and all other Consulting Agency/Firm with CIRT. The Consulting Agency/Firm 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 Consulting Agency/Firm.
- c) 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 Consulting Agency/Firm 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.

5.21.3. Care of the Works, Liability for Accidents and Damage

a. Damage to persons and property

The Consulting Agency/Firm 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.

5.21.4. 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 reinstatement shall be issued by the CIRT Representative to the Consulting Agency/Firm 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 Consulting Agency/Firm shall take all reasonable measures to minimize the costs and losses of the suspension to CIRT. The Consulting Agency/Firm shall undertake any necessary action instructed by the CIRT Representative to remedy the circumstances that led to the suspension and the Consulting Agency/Firm shall notify the CIRT Representative immediately upon completing such action. Upon resumption of the Works, the Consulting Agency/Firm 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 Consulting Agency/Firm.

5.22. FORCE MAJEURE

5.22.1. Force Majeure – Obligation of the Parties

“Force Majeure” shall mean any event beyond the control of CIRT or other Consulting Agency/Firm, 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.

5.22.2. 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 5.22.1, 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. All review meetings at Pune should be attended at their own cost.

5.22.3. Performance obligations

- a) 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 Consulting Agency/Firm, the Consulting Agency/Firm shall be entitled to an extension of time.
- b) 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.
- c) 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.

5.22.4. Liability for Other Losses, Damages etc.

Save and except as expressly provided in this Clause 5.22 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.

5.22.5. Exceptions to Force Majeure

None of the following event shall be construed to relieve any party of its obligations hereunder by reason of Clause 5.22

- (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.

5.23. DISPUTE RESOLUTION PROCEDURE

5.23.1. Amicable Resolution and Mediation

- a. 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 given below.

- b. 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.
- c. In the event that the dispute in question is not resolved amicably within 15 days of such between the parties may refer the dispute to arbitration.

5.23.2. Arbitration Procedure

It is 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.

5.23.3. Place of Arbitration

The place of arbitration shall be Pune, Maharashtra state.

5.23.4. 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.

5.23.5. 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.

5.23.6. 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.

5.24. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

5.24.1. Representations and Warranties of the Consulting Agency/Firm

The Consulting Agency/Firm represents and warrants to CIRT that:

- i. 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;
- ii. It has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- iii. 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;
- iv. It has the financial standing and capacity to execute the works
- v. the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi. 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;
- vii. 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;
- viii. No representation or warranty by the Consulting Agency/Firm 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
- ix. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Consulting Agency/Firm to any person to procure the contract or any other benefit under the contract to procure other Consulting Agency/Firm in relation to which the Consulting Agency/Firm may be a party in relation to the project.
- x. Without prejudice to any express provision contained in the contract, the Consulting Agency/Firm acknowledges that prior to the execution of the contract, the Consulting Agency/Firm 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 Consulting Agency/Firm in the course of performance of its obligations hereunder.

5.25. TERMINATION

5.25.1. Termination

Subject to the other provisions of the Contract, CIRT shall have the right to serve a notice of termination of the contract on the Consulting Agency/Firm and forthwith terminate the Contract without prejudice to any of its other right and remedies against the Consulting Agency/Firm 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 Consulting Agency/Firm;
- (ii) At any time during the currency of the Contract there is a change in the effective control of the Consulting Agency/Firm as at the date of the contract;
- (iii) The Consulting Agency/Firm fails to complete, test and commission the Consulting Agency/Firm'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 Consulting Agency/Firm for the winding up of the Consulting Agency/Firm
 - b. The appointment of a liquidator in proceeding for the winding up of the Consulting Agency/Firm or the Consulting Agency/Firm entering into a compromise with its creditors; or
 - c. The making by the court of an order winding up the Consulting Agency/Firm
 - d. The Consulting Agency/Firm either:
 - Appoints a sub-Consulting Agency/Firm without the prior approval of CIRT, or terminates any of the sub-Consulting Agency/Firm or
 - Having terminated any of the sub contracts with the consent of CIRT, appoints a replacement sub-Consulting Agency/Firm without prior approval of CIRT
 - e. The Consulting Agency/Firm without the consent of CIRT assigns or transfers all or any of its rights or obligations under the Contract;

- f. The Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm'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
- (a) Fails to provide, maintain or renew and /or comply with its obligations in relation to the performance security or
 - (v) The Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm'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 Consulting Agency/Firm has failed to achieve two milestones consecutively.

5.25.2. Termination Procedure

- (i) 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 Consulting Agency/Firm pays all sums which 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 Consulting Agency/Firm shall continue to perform its obligation under the contract in a diligent and proper manner.
- (ii) The termination of contract by CIRT for reasons other than breach can be made by a written notice to the Consulting Agency/Firm 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.

5.25.3. Upon Termination

Upon termination for any reason whatsoever the Consulting Agency/Firm shall to the extent instructed by the CIRT representative:

- (i) deliver to CIRT the Works executed by the Consulting Agency/Firm 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 Consulting Agency/Firm

5.26. MISCELLANEOUS

5.26.1. Assignment and Charges

- a) Neither party shall assign the contract or the rights, benefits nor obligations hereunder save and expert with prior consent of the other party.

- b) The Consulting Agency/Firm 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.

5.26.2. 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.

5.26.3. Waiver

- a. 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:
- 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.
- b. 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.

5.26.4. Survival

Termination or expiry of the contract (i) shall not relieve CIRT or the Consulting Agency/Firm 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.

5.26.5. 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.

5.26.6. 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.

5.26.7. 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.

5.26.8. 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 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 Consulting Agency/Firm for fraud or fraudulent misrepresentation.

5.26.9. Liability and indemnity

- a) The Consulting Agency/Firm 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 Consulting

Agency/Firm 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.

- b) 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 indemnified party subject to the indemnified party being secured against any costs involved to its reasonable satisfaction.
- c) 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.

6. Annexure IV: Format for Contract Agreement

(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 _____ 2025
between:

The Central Institute of Road Transport, a joint association of the Ministry of Road Transport & Highways, Government of India 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 “Consulting Agency/Firm” which expression shall include its successors).

RECITALS

(A) The Central Institute of Road Transport, Pune (CIRT) has been entrusted with the assignment of Modernization of Automotive testing facility. CIRT now invites proposals from consulting agencies to carry out the activity as per the scope of work details given in the Terms of Reference.

(B) CIRT wishes to appoint a “Consulting Agency/Firm” to execute the work as referred in Annexure I: Terms of Reference as agreed with CIRT and in accordance with the terms of this Contract.

(C) The “Consulting Agency/Firm” 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 capable of seamless integration with Related Works and be carried out on, under and over the Project.

(D) Relying upon the representations in Recital C, CIRT appoints the Consulting Agency/Firm to execute the Works, and the Consulting Agency/Firm agrees to carry out and to 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 Consulting Agency/Firm 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 by the CIRT to the Consulting Agency/Firm under the Contract, the Consulting Agency/Firm 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 Consulting Agency/Firm's obligations under the Contract, the CIRT shall pay to the Consulting Agency/Firm 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 documents shall be deemed to comprise the Contract:
 - 4.1.1 This Contract Agreement;
 - 4.1.2 Terms of Reference
 - 4.1.3 General Conditions of Contract.
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 Consulting Agency/Firm

Name:

Name :

Designation:

Designation :

Witnessed by 1.

Name:

Address:

2.

Name:

Address:

7. Annexure V : Proforma for Performance Bank Guarantee

(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 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 “Consulting Agency/Firm” 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 RFP Documents number [insert reference number of the RFP Documents] dated [insert date of issue of RFP Documents] and various other documents forming part thereof.

AND WHEREAS, one of the conditions of the Contract is that the Consulting Agency/Firm shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount **Rs. 45,00,000 /-** (Rupees Forty Five Lakhs only)(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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm and in consideration of the promises made by the Consulting Agency/Firm, 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 Consulting Agency/Firm 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 set-offs 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.

- 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm 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 Consulting Agency/Firm's obligations against which this bank guarantee is given, are not completed or fully performed by the Consulting Agency/Firm within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Consulting Agency/Firm 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

FORM OF DEMAND

[To the issuing Bank]

Dear Sirs,

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

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

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. _____ for 'Establishment of Advanced Automotive Testing and Development center (AATDC)'. 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.

Details	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
Form d1) Description of Methodology, Work Plan & Time Schedule	Duly signed & Detailed
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,

Authorized Signature (in Full): _____

Authorized Signature (in initials): _____

Name and Title of Signatory: _____

Name of Consultancy agency / 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. _____ 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 known or known through no act or omission by us or any person acting on our behalf.
2. We shall maintain 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.
4. In case 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

Earnest Money Deposit

Date: _____

The Central Institute of Road Transport

Pune Nasik Road, Bhosari

Pune 411 026

Ref: Document No. _____

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 Organization, Company Profile & 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

(Applicants are 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)	
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 Organization	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	
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 blacklisted for terminated for default by any Indian government entity/Major Automotive industry	
--	--

1.2 Organization Structure

[Please provide in this chapter, the Organization 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 software along with license no.]

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

Primarily projects should be related to Public and Institutional sector / Government / Private sector serving the public, including Infrastructure development / Transportation projects, Education institutional projects, Residential Townships.

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

1.4 Financial Information

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

Year	2021-22	2022-23	2023-24
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.]

Form 'd1' : Description of Methodology, Work Plan & Time Schedule

(To be submitted on the Letterhead of the responding Consulting agency / firm)

[Location, Date]

To

The Director,

Central Institute of Road Transport, Pune

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Submission of proposal in response to the RFP for "< >

Dear Sir,

The Proposed the following Description of methodology, Work plan and time schedule. The proposed approach and methodology should be accompanied by the Consulting Agency/Firm initial view, key challenges they foresee, and potential solutions suggested regarding the scope of work, including:

- a) Developing the Institute with a futuristic vision of 5-10 years
- b) Proposed baseline assessment of the CIRT (Infrastructure, Testing equipment, Manpower)
- c) Land, Cost and manpower requirements
- d) Phase-wise (5 – 10 years) prioritization and recommended for testing facilities
- e) Benchmarking of other domestic and international testing agencies
- f) Machinery and Equipment requirements and their supplier
- g) Civil Work and utilities work
- h) Financial Analysis (costing, revenue projections, cash flow estimations, test pricing strategy)
- i) Calculating the Return on Investment (ROI) based on market demand, the utilization rate of the suggested testing facility, the pricing/rate to be charged for each of the usage of testing facilities, etc.
- j) Organizational requirement according to suggested recommendations
- k) Technical review of requirements
- l) Forecasting of future powertrain and OEM requirements
- m) OEM/Startup interviews and their future requirements
- n) Proposing probable vendors for executing the work of establishing the Advanced Automotive Testing and Development center at CIRT, Pune

Form 'e' : Form of Financial Proposal

(The bidder should submit the Commercial Bid online only in the attached Excel Format)

(To be submitted on the Letterhead of the responding Consulting agency / firm)

[Location, Date]

To

The Director,

Central Institute of Road Transport,Pune

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Submission of proposal in response to the RFP for "< >

Dear Sir,

We, the undersigned, offer to provide consulting services for [_____] in accordance with your Request for Proposal dated [_____]. Our Financial Proposal are as below:

Sr. No.	Project Details	Rate in INR	Amt. in INR Excl. of Taxes	Add Tax %	Tax Amount	Total Amt. with Tax
1.0	Request for Proposal for the Establishment of Advance Automotive Testing & development Centre at CIRT, Pune					
2.0	Other charges if any					
3.0	Total Price including above Taxes					
4.0	Total Price in Words					

Note : This total price shall be used for the purpose of financial evaluation.

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Form 'f' : Proforma for Curriculum Vitae

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)

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