

GOVERNMENT OF CHHATTISGARH, WATER RESOURCES DEPARTMENT

OFFICE OF THE CHIEF ENGINEER
MAHANADI PROJECT RAIPUR
(CHHATTISGARH)

EXPRESSION OF INTEREST (EOI)

Portal: <https://cgwrд.in> Announcements

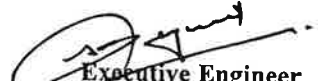
(1st Call)

CORRIGENDUM NO. 2

In NIT (EOI) No.: 10/SAC/2023-24 Dated: 09.02.2024, G.No. 07907. "Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt.-Dhamtari (C.G)." The following amendments are given below.

Earlier Published in E-procurement Website	Present Amendment in E-procurement Website
Further details regarding the project, can be viewed on sub portal of water Resources Department, Chhattisgarh website http://cgwrд.in Announcements from Date 16/02/2024	Further details regarding the project, can be viewed on sub portal of water Resources Department, Chhattisgarh website http://cgwrд.in Announcements from Date 20/02/2024
Last date for submission of EOI documents ----- 29/02/2024 till 5:30 PM	Last date for submission of EOI documents ----- 06/03/2024 till 5:30 PM
Date of opening of EOI proposal document ----- 04/03/2024 at 3:30 PM	Date of opening of EOI proposal document ----- 07/03/2024 at 3:30 PM


All other terms and conditions shall remain unchanged.


Executive Engineer
Water Management Dn., Rudri
Code No. 38
for Chief Engineer
Mahanadi Project, Raipur (C.G)

Endt. No. 1003/ SAC/2023-24

Rudri Dated : 19.02.2024

- (1) Secretary, Govt. Of Chhattisgarh, Water Resources Department Mantralaya, Raipur
- (2) Engineer – in – Chief , Water Resources Department Chhattisgarh, Raipur
- (3) Chief Engineer, Mahanadi Project Raipur (C.G.)
- (4) ETMS Cell, State Data Centre, Raipur for uploading in the website <http://cgwrд.in> Announcements.
- (5) Superintending Engineers, MRP Dam Circle, Rudri (C.G.) for information & necessary auction please.


Executive Engineer
Water Management Dn., Rudri
Code No. 38
for Chief Engineer
Mahanadi Project, Raipur (C.G)

**OFFICE OF THE CHIEF ENGINEER
MAHANADI PROJECT RAIPUR**

Notice No . 10/SAC /2023-24 Rudri

Rudri/date 09/ 02 /2024

EXPRESSION OF INTEREST (EOI)

“Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt.-Dhamtari (C.G.)”


The expression of Interest is hereby invited from the leading firms/organizations of India having past experience for handling similar work in Government organization for “Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt.-Dhamtari (C.G.)”

Government of Chhattisgarh is interested to perform “Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt.-Dhamtari (C.G.)” The EOI would be evaluated and shortlist of qualified organization would be prepared. The short-listed organization will be supplied request for proposal (RFP) including Terms of Reference (TOR) and will be given adequate opportunity to submit the proposal.

The interested firms/organizations should furnish full information about their relevant activities, supported by documentary proof, describing their full time and part-time expert staff, office strength financial turnover for last 5 years.

Application:

1. Interested agencies have to submit their proposal with non refundable cost of application for as Rs 5000.00 in the form of D.D. in favour of “Executive Engineer, Water Management Division Rudri Code No. 38,Dist.-Dhamtari Chhattisgarh” through speed post/Registered post A/D to the Chief Engineer Mahanadi Project Raipur (C.G.)
 - A. Last date for submission of EOI documents ----- 29/02/2024 till 5:30 PM
 - B. Date of opening of EOI proposal document ----- 04/03/2024 at 3:30 PM
2. Further details regarding the project, can be viewed on sub portal of water Resources Department, Chhattisgarh website <http://cgwrd.in> **Announcements from Date 14/02/2024**
3. If considered necessary, the eligible organizations shall be called for making a Power Point Presentation at short notice.
4. All the right to reject any or all the responses received, without assigning any reason whatsoever, is reserved.
5. Expression of Interest submitted personally will not be accepted.


Executive Engineer
Water Management Division
Rudri Code No. 38 (C.G.)
For Chief Engineer
Mahanadi Project Raipur
Ca 12/2024

Government of Chhattisgarh

Water Resources Department



REQUEST FOR PROPOSAL

FOR

SELECTION OF FIRM FOR

**“Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar
Dam Gangrel Distt: Dhamtari, Chhattisgarh”**



**Chief Engineer,
Mahanadi Project
Raipur (C.G.)**

REQUEST FOR PROPOSAL

FOR

Selection of Firms for

“Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar
Dam Gangrel Distt: Dhamtari, Chhattisgarh”

Government of Chhattisgarh

Issued on: / /2024

Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project (C.G.)

Table Of Clauses

Clause. No.	Description	Page No.
	PART I - Selection Procedure and Requirements	
Section 1.	Letter of Invitation	1
Section 2.	Instructions to Firms and Data Sheet	2
A.	General Provisions	2
1	Definitions	2-3
2	Introduction	4
3	Conflict of Interest	5-6
4	Unfair Competitive Advantage	6
5	Corrupt and Fraudulent Practices	7
6	Eligibility	7
B.	Preparation of Proposals	7
7	General Considerations	7
8	Cost of Preparation of Proposal	8
9	Language	8
10	Documents Comprising the Proposal	8
11	Only One Proposal	9
12	Proposal Validity	9-10
13	Clarification and Amendment of RFP	10-11
14	Preparation of Proposals - Specific Considerations	11
15	Technical Proposal Format and Content	11-12
16	Financial Proposal	12
C.	Submission, Opening and Evaluation	13
17	Submission, Sealing, and Marking of Proposals	13-14
18	Confidentiality	14
19	Opening of Technical Proposals	14-15
20	Proposals Evaluation	15

21	Evaluation of Technical Proposals	15
22	Public Opening of Financial Proposals	16
23	Correction of Errors	16-17
24	Taxes	17
25	Earnest Money Deposit	17-18
D.	Negotiations and Award	18
27	Negotiations	18
28	Conclusion of Negotiations	18
29	Award of Contract	19
E.	Data Sheet	20-26
Section 3.	Technical Proposal - Standard Forms	27
	Checklist of Required Forms	27
	Form TECH-1	28-29
	Form TECH-2	30
	Form TECH-3	31
	Form TECH-4	32
	Form TECH-5	33
	Form TECH-6	34-35
Section 4	Financial Proposal - Standard Forms	36-39
Section 5	Terms of Reference (TOR)	40-43
	PART II - Condition of Contract and Contract Forms	44
Section 6	Standard form of Contract	44
	Preface	45-46
I.	Form of Contract	47-48
II.	General Conditions of Contract	49
A.	General Provisions	49
1	Definitions	49-50
2	Relationship between the Parties	50
3	Law Governing Contract	50
4	Language	50

5	Headings	50
6	Communications	50
7	Location	50
8	Authority of Member in Charge	51
9	Authorized Representatives	51
B.	Commencement, Completion, Modification and Termination of Contract	51
10	Effectiveness of Contract	51
11	Termination of Contract for Failure to Become Effective	51
12	Commencement of Services	51
13	Expiration of Contract	51
14	Entire Agreement	51
15	Modifications or Variations	52-53
16	Force Majeure	53
17	Suspension	53-55
18	Termination	56
C.	Obligation of the firm	56
19	General	56
20	Conflict of Interests	56
21	Confidentiality	57
22	Liability of the Firm	57
23	Insurance to be Taken out by the Firm	57
24	Accounting, Inspection and Auditing	58
25	Reporting Obligations	58
26	Proprietary Rights of the Client in Reports and Records	58
27	Equipment, Vehicles and Materials	58-59
D.	Firm's Experts	59
28	Description of Key Experts	59
29	Replacement of Key Experts	59
30	Removal of Experts	59

E.	Obligations of the Client	59
31	Assistance and Exemptions	59-60
32	Access to Project Site	60
33	Change in the Applicable Law Related to Taxes and Duties	60
34	Services, Facilities and Property of the Client	61
35	Counterpart Personnel	61
36	Payment Obligation	61
F.	Payments to the Firm	61
37	Contract Price	61
38	Taxes and Duties	61
39	Currency of Payment	61
40	Mode of Billing and Payment	62
G.	Fairness and Good Faith	62
41	Good Faith	62
H.	Settlement of Disputes	63
42	Amicable Settlement	63
43	Dispute Resolution	63
I.	Pre-contract Integrity Pact	63
44	Integrity Pact	63
III.	Special Conditions of Contract	63-66
IV.	Appendices	67
	Appendix A - Terms of Reference	67
	Appendix B - Key Experts	67
	Appendix C - Breakdown of Contract Price	68
	Appendix D - Pre-contract Integrity Pact	69-78

PART I

Section 1. Letter of Request for proposal

To,

1) **Parson Overseas (P) Limited**
707, Eros Apartments, 56- Nehru Place, New Delhi – 19
Phone: +91-11-41606500 Fax: +91-11-46542680

2)
.....
.....
3)
.....
.....

1. Executive Engineer, Water Management Dn. Rudri Code No. 38 Distt:- Dhamtari (C.G.) now invites proposals to provide the following services of **“Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh”** More details on the Services are provided in the Terms of Reference (Section5).
2. This Request for Proposals (RFP) has been addressed to the following Firms shortlisted by the competent authority:
 - a) Parson Overseas (P) Limited, New Delhi
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under **Least-Cost Selection** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP.
5. The RFP includes the following documents:
 - Section 1- Letter of Invitation
 - Section 2-Instructions to Firms and Data Sheet
 - Section 3-Technical Proposal (FTP)-Standard Forms
 - Section 4-Financial Proposal-Standard Forms
 - Section 5 –Terms of Reference
 - Section 6 –Standard Forms of Contract (**Lump-Sum**)
6. Please inform us by **29.02.2024** in writing by speed post at the office of Executive Engineer, Water Management Dn. Rudri Code No. 38 Distt: Dhamtari, Chhattisgarh during office hours (10:00 Am to 05:30 Pm) or by email at eewmdn38rudri@gmail.com. That you have received the Letter of Invitation.
7. Details on the proposal’s submission date, time and address are provided in Clauses 17 of the ITF.

Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project (C.G.)

Section 2. Instructions to Firms and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Firm.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Firm.
- (e) “Firm” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Firms (ITF) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITF.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm, Sub- Firm or Joint

Venture member(s).

- (j) "Government" means the government of Chhattisgarh
- (k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Firm's proposal.
- (l) "ITF" (this Section 2 of the RFP) mean the Instructions to Firms that provides the shortlisted Firms with all information needed to prepare their Proposals.
- (m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation requesting proposals being sent by the Client to the shortlisted Firms.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Firm and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Firm.
- (p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Firms, based on the SRFP.
- (q) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (r) "Services" means the work to be performed by the Firm pursuant to the Contract.
- (s) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Firm, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the Data Sheet intends to select a Firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The shortlisted Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Firm.

2.3 The Firms should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. The Firms shall conduct a site visit and become conversant with actual conditions of site, accessibility to site and available facilities at site. The Firm shall collect technical information of the dam and its appurtenant structures and make an assessment of the actual quantities of items of work required to be performed and collect all the necessary details for arriving the rates and also for the proper fulfilment of the requirements for the successful completion of the contract. Attending any such pre-proposal conference and site inspection is at the Firms' expense.

2.4 The Client will timely provide, at no cost to the Firms, the inputs, relevant project data, and reports required for the preparation of the Firm's Proposal as specified in the Data Sheet.

3 Conflict of Interest

3.1 The Firm is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work

3.2 The Firm has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Firm or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, the Firm shall not be hired under the circumstances set forth below:

a. Conflicting activities

i. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non- consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

ii. Conflict among consulting assignments: a Firm (including its Experts) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Firm for the same or for another Client.

iii. Relationship with the Client's staff: a Firm (including its Experts) that has a close business or family relationship with a professional staff of the Client /implementing agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government through out the selection process and execution of the contract.

4 Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Firms together with this RFP all information that would in that respect give such Firm any unfair competitive advantage over competing Firms.

5 Corrupt and Fraudulent Practices

5.1 The Government requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Pre-contract Integrity pact.

5.2 In further pursuance of this policy, Firm shall permit and shall cause its agents, Experts, services providers, or suppliers to permit the Government to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by authorized officers of the Government.

6 Eligibility

The firm should be a registered contractor in the unified registration system of Government of Chhattisgarh or the firm should get registered in the system within 30 days of submission of proposal. The firm should not be previously debarred or suspended.

B. Preparation of Proposals

7 General Considerations

In preparing the Proposal, the Firm is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8 Cost of Preparation of proposal

The Firm shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firm.

9 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Client shall be written in the language(s) specified in the Data Sheet.

10 Documents comprising the proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 If specified in the Data Sheet, the Firm shall include a statement of an undertaking of the Firm to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Firm shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11 Only One Proposal

The Firm shall submit only one Proposal, if a Firm, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12 Proposal Validity

12.1 The Data Sheet indicates the period during which the Firm's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price.

12.3 If it is established that any Key Expert nominated in the Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITF.

a. Extension of Validity

Period

12.4 The Client will make its best effort to complete approval process within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and

with the confirmation of the availability of the Key Experts.

12.6 The Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity

Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Firm shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Firm fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected

c. Sub-Contracting

12.9 The Firm shall not sub contract any of the Services to any sub-contractor or the sub firms.

13 Clarification and Amendment of

RFP

13.1 The Firm may request a clarification of any part of the RFP during/before the pre-proposal conference. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the

response (including an explanation of the query but without identifying its source) to all shortlisted Firms. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Firms and will be binding on them. The shortlisted Firms shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Firms reasonable time to take an amendment into account in their Proposals.

13.2 The Firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. In such case, only the modified proposal shall be evaluated. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14 Preparation of Proposals - Specific

Considerations

While preparing the Proposal, the Firm must give particular attention to the following:

The Client may indicate in the Data Sheet the estimated Key Experts time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Firm's own estimates for the same.

15 Technical Proposal Format and

Content

15.1 The Technical Proposal shall not include any financial proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Firm shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3 Depending on the nature of the assignment, the Firm is required to submit a Full Technical Proposal (FTP), as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

16 Financial Proposal

The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, as indicated in the Data Sheet.

1) Price Adjustment

16.1 For assignments with a duration exceeding 18 months, a price adjustment provision for inflation for remuneration rates applies if so, stated in the Data Sheet.

2) Taxes

16.2 The Firm and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.

3) Currency of proposal

16.3 The Firm may express the price for its Services in the currency (INR). If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in currency INR.

4) Currency of payment

16.4 Payment under the Contract shall be made in Indian Rupee (INR).

C. Submission, Opening and Evaluation

17 Submission, Sealing, and Marking of Proposals

- 17.1 The Firm shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission must be done by speed post before the date and time mentioned in the Data Sheet.
- 17.2 An authorized representative of the Firm shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The original of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL "Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh" reference number, name and address of the Firm, and with a warning "DO NOT OPEN UNTIL [04/03/2024 3:30 PM]."
- 17.5 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Firm, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 17.6 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Firm's name and the address, and shall be clearly marked

“DO NOT OPEN BEFORE [04/03/2024 at 3:30 PM]”.

17.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.8 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18 Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Firm should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Firms who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Firms or anyone on behalf of the Firm to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Firm wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19 Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Firms' authorized representatives who choose to attend in person. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable

public auditor or independent authority until they are opened in accordance with Clause 23 of the ITF.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Firm or, (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and any other information deemed appropriate or as indicated in the Data Sheet

20 Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITF, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Firm is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.

21 Evaluation of Technical

Proposals

The Client's evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet

22 Public Opening of Financial

Proposals

22.1 After the technical evaluation is completed, the Client shall notify those Firms whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Firm's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened. The Client shall simultaneously notify in writing those Firms that have achieved the minimum overall technical score and inform them of the date, time, and location for the opening of the Financial Proposals. The opening date should allow the Firms sufficient time to make arrangements for attending the opening. The Firm's attendance at the opening of the Financial Proposals (in person) is optional and is at the Firm's choice.

22.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Firms whose proposals have passed the minimum technical score. At the opening, the names of the Firms, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

23 Correction of

Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items.

a. Time-Based Contracts

If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

If a Lump-Sum contract form is included in the RFP, the Firm is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITF 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24 Taxes

The Client's evaluation of the Firm's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.

25 Earnest Money

Deposit

25.1 No tender will be received without a deposit money in a separate sealed cover duly super scribed. The earnest money will be returned to the unsuccessful tenderers on the rejection of their tenders or earlier as may

be decided by the competent authority and will be retained from the successful tenderer as part of security deposit (amount of EMD is be mentioned in Data sheet).

25.2 The rate of earnest money to be submitted by the intending Contractor will be as follows (specified in data sheet):

- (i) For tenders up to Rs. 1 Lakh - 2 percent
- (ii) For tenders more than Rs. 1 Lakh and up to Rs. 5.00 Lakh - 1 percent subject to a minimum of Rs. 2000/-
- (iii) For tenders more than Rs. 5 Lakhs and up to Rs. 2.00 Crores - 0.75 percent subject to a minimum of Rs. 5000/-
- (iv) For tenders above Rs. 2.00 Crores -0.5 percent subject to a minimum of Rs. 1.5 Lakhs and maximum of Rs. 5 Lakhs.

D. Negotiations and Award

26 Negotiations

If required by the client, the negotiations will be held at the date and address indicated in the Data Sheet with the Firm's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Firm.

27 Conclusion of Negotiations

If the negotiations fail, the Client shall inform the Firm in writing of all pending issues and disagreements and provide a final opportunity to the Firm to respond. If disagreement persists, the Client shall terminate the negotiations informing the Firm of the reasons for doing so.

28 Award of Contract

28.1 After completing the negotiations, the Client shall publish the award information as per the instructions in the Data Sheet;

28.2 The Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project (C.G.)**

E. Data Sheet

A. General	
ITF Clause Reference	
1(c)	Client's Country- India
2.1	Name of the Client: Executive Engineer Water Management Dn. Rudri Code No. 38 Distt:- Dhamtari (C.G.) Method of selection: LEAST COST SELECTION
2.2	Whether Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: "Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh" More details on the Services are provided in the Terms of Reference (Section5).
2.3	Whether a pre-proposal conference will be held: Yes Date of pre-proposal conference: 22/02/2024 Time: 11 AM IST Address: Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001 Contact person/conference coordinator: Executive Engineer, Water Management Dn. Rudri Code No. 38 Distt: Dhamtari, Chhattisgarh Pin code : 493776 E-mail : eewmdn38rudri@gmail.com
2.4	The Client will provide the following inputs, project data,reports,etc. to facilitate the preparation of the Proposals: 1.Available drawings of the Projects 2.Salient details of the Projects

4.1	<p>“Unfair Competitive Advantage”</p> <p>N/A</p>
	B. Preparation of Proposals
9.1	<p>This RFP has been issued in the ENGLISH language.</p> <p>Proposals shall be submitted in ENGLISH language.</p> <p>All correspondence exchange shall be in ENGLISH language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL(FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3 Not applicable</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of, Key Experts and Non-Key Experts in more than one Proposal is permissible:</p> <p>No</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than <i>pre-proposal conference</i></p> <p>The contact information for requesting clarification is:</p> <p style="text-align: center;">Executive Engineer,</p> <p style="text-align: center;">Water Management Dn. Rudri Code No. 38</p> <p style="text-align: center;">Distt: Dhamtari, Chhattisgarh</p> <p style="text-align: center;">Pin code : 493776</p> <p style="text-align: center;">E-mail : ewmdn38rudri@gmail.com</p>
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP(Full Technical Proposal)</p> <p>Submission of the Technical Proposal in a wrong format may lead</p>

	to the Proposal being deemed non-responsive to the RFP requirements.
16.1	It is not intended to specifically furnish the list of cost associated with the assignment. The total cost written in FORMFIN-2 shall be deemed to be inclusive of all the costs required for the proper completion of the entire activities as per the TOR.
16.3	<p><i>Amounts pay able by the client to the Firm under the contract to be subjected to local taxation: Yes</i></p> <p>The financial bid offered by the firm shall be deemed to be inclusive of all central and state Governments taxes, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities including GST (Good and Services Tax), that the contractor shall have to pay for the performance of this contract. The Governments will perform such duties in regard to the deduction of such taxes at sources as per applicable law. The contractor there upon necessarily and properly pay all taxes/levies/cess/royalties/GST, as per law of the land.</p> <p>2% TDS for GST will be deducted from the bills (1% CGST + 1% SGST or 2% IGST) or as per prevailing rules.</p> <p>However, if any other NEW TAX or levy or cess is imposed by statute or any deviation in existing royalty/tax/levy/cess/GST after the last stipulated date for the receipt of the tender including extension, if any, shall be treated as NEW TAX and the contractor there upon necessarily and properly pay such new taxes/levies/cess/GST/royalties. The Engineer in charge shall reimburse the amount of such 'New Tax' on submission of proof of such payment of tax by the contractor (deducted in case of decrease in existing taxes.).</p> <p>Income Tax at the rate of 2.32% or as per prevailing rules from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash/cheque or draft or any other mode be deducted at the sources from its running/final or any type of payment for this contract as per section 194 of income tax act 1961.</p>
16.4	The Financial Proposal should state local costs in the Client's

	country currency (local currency):Yes						
C. Submission, Opening and Evaluation							
17.1	<p>The Proposals must be submitted no later than: Date:29/02/2024 Time:05:30PMIST</p> <p>The Proposal submission address is: Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001</p> <p>The Firms shall not have the option of submitting the irroposalselectronically. However, digital format of the entire proposal shall be submitted in two CDs for reference purpose.</p>						
17.4	<p>The Firm must submit: (a) Technical Proposal: one(1)original and1copy; (b) Financial Proposal: one(1)original.</p>						
17.7 and17.9	<p>The Proposal submission address is: Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001</p>						
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001</p> <p>Date:04/03/2024 Time: 11:00AM</p> <p>Note: In case the date of opening happen so be a holiday, opening shall take place on the next working day at the same time.</p>						
21.1 (for FTP)	<p>Criteria,sub-criteria,andpointssystemfortheevaluationoftheFullTechnicalProposals:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S</th> <th style="width: 70%;">Description</th> <th style="width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S	Description	Points			
S	Description	Points					

1.	Specific experience of the Firm (as a firm) relevant to the Assignment in any one year out of last 5 years	
a.	L section tomography up to 500 m	5
	L section tomography more than 500m&upto 1000 m	10
	L section tomography more than 1000 m	15
b.	Cross face tomography up to 4 no.	5
	Cross face tomography more than 4&upto10 no.	10
	Cross face tomography more than 10 no.	15
c.	GPR study in 1 dam	5
	GPR study in more than 1 & up to 5 dams	10
	GPR study in more than 5 dams	15
d.	Ownership of required geophysical instruments (i) Seismograph - 1 no. (ii) Sparker with energy source - 1 no. (iii) Hydrophone String - 1 no. (iv) Communication & trigger system - 1 no.	15
e.	Number to government work - 2	5
	Number to government work - more than 2 & up to 5	10
	Number to government work - more than 5	15
2.	Value of completed similar works in last five years	
a.	More than Rs 40 lakhs up to Rs 50 lakhs	15
b.	More than Rs 50 lakhs up to Rs 60 lakhs	20
c.	More than Rs 60 lakhs	25
Total points for the above four criteria: [100]		
The minimum technical score (St) required to pass is: [50]		

22.1	<p>An online option of the opening of the Financial Proposal is offered: No</p> <p>Expected date and address for opening of financial proposal if required:Date: 04/03/2024 at 11.00 AM.</p> <p>Address:</p> <p style="text-align: center;">Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001</p>
24.1	<p>For the purpose of the evaluation, the Client will include:(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and(b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, the indirect/direct taxes will be added to the Contract amount as a separate line. The payment will be made as per Data sheet No. 16.3.</p>
25.1	<p>No Proposal will be received without a deposit money of Rs. 47000/- as EMD in the form of D.D. in favour of "Executive Engineer, Water Management Dn. Rudri Code No. 38, Distt-Dhamtari (Chhattisgarh)</p>
D. Negotiations and Award	
26.1	<p>Expected date and address for submission of negotiated rates if required:Date: 11/03/2024</p> <p>Address:</p> <p style="text-align: center;">Office of the Chief Engineer Mahanadi Project, Raipur (C.G.) Pin code: 492001</p>
28.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: through speed post or email</p>

28.2	Expected date for the commencement of the Services: After acceptance of proposal and issuing of work order at Ravishankar Sagar Dam Gangrel
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**Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project, Raipur (C.G.)**

Section 3. Technical Proposal - Standard Forms

{Notes to Firm shown in brackets { } throughout Section 3 provide guidance to the Firm to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECK LIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Remark
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√”	If Applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent to recopy of an existing agreement.	NA
“√”	If Applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	NA
√		TECH-2	Firm’s Organization and Experience.	
√		TECH-2A	A. Firm’s Organization	
√		TECH-2B	B. Firm’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	NA
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and Attached Curriculum Vitae (CV)	

{All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Firm who signs the Proposal.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

To:

The Executive Engineer

Water Management Dn. Rudri Code No. 38, Distt:- Dhamtari (C.G.)

Dear Sir:

We, the under signed, offer to provide the consulting services for “Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh” in accordance with your Request for Proposals dated / /2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We here by declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of times pecified in the Data Sheet, Clause12.1.
- (c) We have no conflict of interest in accordance with ITF3.
- (d) We meet the eligibility requirements as stated in ITF 6, and we confirm our understanding of our obligation to a bid by the policy in regard to corrupt and fraudulent practices as perITF5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we under take to observe the laws against fraud and corruption, including bribery, inforce in the country of the Client.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITF Clause 12 and ITF Clause 27 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 28.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of S
In the capacity of: _____

Address: _____
Contact information(phone and e-mail): _____

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY) FIRM'S

ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Firm's organization and an outline of their cent experience of the Firm that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Firm's Experts who participated, the duration of the assignment, the contract amount and the Firm's role/involvement.

A-Firm's Organization

1. Provide here a brief description of the background and organization of your company, of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Firm's Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Firm was legally contracted by the Client as a company. Assignments completed by the Firm's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Firm, but can be claimed by the Experts themselves in their CVs. The Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration Financial Year wise	Assignment name/&brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value(in INR equivalent)/ Amount paid to your firm	Role on the Assig nment

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment;

A - On the Terms of Reference

Not Applicable

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Term so Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here. }
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones(including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate the min to a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5 (FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	M o n t h s								
		1	2	3	4	5	6	n	TOTAL
D-1	{e.g., Deliverable#1:ReportA									
	1)Mobilisation									
	2)Testing									
	3)inceptv on report									
	4).....									
	5).....									
	6)delivery off in al report to Client}									
	Etc									
D-2	{e.g.,Deliverable#2 }									
n										

- 1 List the deliverables with the break down for activities required to produce the mand other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart. _____
3. Include a legend, if necessary, to help read the chart
- 3.Section 5 may be referred.

FORM TECH-6 (FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N ^o	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEYEXPERTS														
K-1	{e.g.,Mr.Abbbb}	[Team Leader]	[Home]	[2month]	[1.0]	[1.0]								
		[Field]	[0.5m]	[2.5]	[0]									
K-2														
K-3														
n														
Subtotal														
NON-KEYEXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
Subtotal														
Total														

- 1 For Key Experts, the input should be indicated in dividually for the same positions as required under the Data Sheet ITF21.1.
- 2 Months are counted from the start of the assignment/mobilization. One(1)month equals twenty two(22) working(billable) days. One working(billable)day shall be not less than eight(8)working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country out side the expert's country of residence

Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUMVITAE(CV)

Position Title and No.	{e.g.,K-1,TEAMLEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, in names of educational institutions, dates attended, degree(s)/diploma(s)obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing or ganization, title so position sheld, types of activities per formed and location of the assignment, and contact in formation of previous clients and employing or ganization (s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing or ganization and your title/position. Contact in for for references	Country	Summary of activities Performed relevant to the Assignment
[e.g.,May 2005-present]	[e.g., Ministry of,advisor/Firm to... For references: Tel..... /e-mail.....;Mr. Hbbbb, deputy minister]		

Member ship in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Firm's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information:(e-mail.....phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or mis representation described here in may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Firm
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

{Notes to Firm shown in brackets { } provide guidance to the Firm to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provide din Section 2.

FIN-1 Financial Proposal

SubmissionFormFIN-2 Summary of Costs

FIN-3 Breakdown of Prices

FORM F IN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To:

**The Executive Engineer,
Water Management Dn. Rudri
Code No. 38
Distt: Dhamtari, Chhattisgarh**

Dear Sir:

We, the undersigned, offer to provide the consulting services for “Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh” in accordance with your Request for Proposal dated / /2024 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)}{Insert amount(s) in words and figures}, *including all indirect local taxes in accordance with Clause 24.1 in the Data Sheet*. The estimated amount of local in direct taxes is {Insert currency}{Insert amount in words and figures}. {Please note the tall amounts shall be the same as in Form FIN-2}.

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, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

_____ E-mail: _____

**FORM FIN-2
SUMMARY OF COSTS**

**Name of Work: “Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam
Gangrel Distt: Dhamtari, Chhattisgarh”**

Sl. No.	Type of Investigation	TOTAL AMOUNT (in Lakhs)	TOTAL AMOUNT In Words
1	L-Section Tomography	5.64	(Rs. Five Lakhs Sixty Four Thousand Only)
2	Cross face Tomography	35.00	(Rs. Thirty Five Lakhs Only)
3	Cross face Tomography On Piers	10.00	(Rs. Ten Lakhs Only)
4	Report And Data Interpretation	1.50	(Rs. One Lakhs Fifty Thousand Only)
5	Mobilization	0.60	(Rs. Sixty Thousand Only)
Total Cost: (Should match the amount in Form FIN-1)		52.74	(Rs. Fifty Two lakhs Seventy four Thousand)
Indirect Local Tax Estimates–			
i. Service Tax* (GST)18%		9.49	(Rs. Nine lakh forty nine thousand Only)
Total Cost Including direct Taxes:		62.23	(Rs. Sixty two lakhs twenty three Thousand Only)

*at the rate ason 15 days before the last date of submission of proposal.

FORM FIN-3 BREAK DOWN OF PRICES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Firm for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

Sl. No.	Type of Investigation	Line Length	No. of Lines / Sections	Quantity	Units	Rate(in INR)	Rate (in NR) In words	TOTAL AMOUNT (in INR)
A)								
1	L- Section Tomography	-	1/ 470	470.00	M	1200.00	(Rs. One Thousand Two Hundred)	5.64
2	Cross Face Tomography	-	7	7.00	No.	5.00	(Rs. Five Lakhs)	35.00
3	Cross Face Tomography on pier	-	2	2.00	No.	5.00	(Rs. Five Lakhs)	10.00
4	Data Interpretation and Report preparation	-	-	-	L.S.	1.50	(Rs. One Lakhs Only)	1.50
5	Mobilization	-	-	-	L.S.	0.60	(Rs. Sixty Thousand Only)	0.60
Total (Should match the amount in form FIN -1)								52.64

Section 5. Terms of Reference

1) Background: -

Ravishankar Sagar Dam Gangrel is in Gangrel and located in Dhamtari District with latitude 20⁰-37' and longitude 81⁰-34'. The Gravity dam is of height approximately 47.00 m. from Deepest foundation level and 1830.00 m. length comprising of 455.00 m. OF and 130.00 m. of NOF section. Storage of the reservoir is about 910.50 MCM. Due to ageing effect, distresses in the form of seepage through the dam body, leaching in galleries, cracks in NOF Blocks and heavy seepage through porous blocks of inspection and foundation gallery were reported by the Dam safety panel.

Salient Features of Ravishankar Sagar Dam Gangrel

Name of Dam	Ravishankar Sagar Dam Gangrel
Type	Earth, Rock fill & Gravity/Masonry Dam
FRL	348.70 m.
MWL	350.70 m.
Top of Dam	353.00 m.
Length	1830.00 m.
Height above deepest foundation	47.10 m.
MDDL	331.20 m.
No of blocks	14
Year of Completion	1978

2) Objective(s) of the Assignment: -

The objective is to carry out adequate geophysical investigations and analyze the root cause of seepage; marking weak portions of the dam body and recommend remedial measures for arresting the seepage and strengthening the dam body. All the studies are to be carried out by using non-destructive methods only as well as strictly adhering to the safety conditions stipulated by Executive Engineer Water Management Dn. Rudri Code No. 38, Distt:- Dhamtari (C.G.)

3) Scope of Services, Tasks (Components) and Expected Deliverables: -

- a. Carry out non-destructive tests (3D GPR Survey L section & Cross Face TOMOGRAPHY) to determine seepage path and weak portions of the dam body.
- b. Underwater mapping of the u/s face of the dam, if necessary for the analysis.
- c. Provide complete information of the internal profile of the dam, seepage zones, Leakage paths, zones of water accumulation, mortar degradation etc.
- d. Submit the reports (including drawings, charts etc) in hard copy as well as soft copy format
- e. Provide analysis and interpretation of the results of the studies in the dam.
- f. Provide detailed recommendations on remedial measures to be carried out in the dam.
- g. Training of staff in the interpretation of results of the studies including supply of relevant software, if any.
- h. Training in actual execution of tests to site officials.
- i. Providing cost estimate for the remedial measures to be adopted

The results shall provide complete information of the internal profile of the dam, seepage zones, leak paths, zones of water accumulation, and all other parameters required for the proper analysis of the situation.

The details of tests to be conducted are as follows;which is indicative in nature however Increases in the above quantities as per the actual requirement of site and inclusive in the financial proposal and shall not be payable extra.

Sl. No.	Type of Investigation	Quantity	Unit	Remark
1	L-section Tomography	470.00	M	
2	Cross face Tomography	7.00	No.	

3	Cross face Tomography On Piers	2	No.	
4	Data Interpretation and Report preparation	-	L.S.	
5	Mobilization	-	L.S.	

4) **Qualification Requirements for evaluating**

As per Data Sheet 21.1 of the ITF

5) **Reporting Requirements and Time Schedule for Deliverables**

- a. Total time period for the proposed works: 3 months excluding rainy season i.e. -----to -----.
- b. Results in the form of draft reports, drawings, charts etc. shall be submitted as early as possible. The report will contain a description of the methodology, recorded data, data processing details.
- c. The final reports shall be submitted in hard copies (3no's) as well as in soft copies after completing and finalization of the studies.
- d. The final consolidated report showing detailed recommendations on remedial measures to be carried out in dam shall be submitted on completion of the studies.
- e. The results shall be submitted to the Executive Engineer, Water Management Dn. Rudri Code No. 38 Distt:- Dhamtari (C.G.)

6) **Client's Input and Counterpart Personnel**

(a) Services, facilities and property to be made available to the Firm by the Client:

1) Available drawings and other input data.

2) Assistance by the site officials to the extent possible

(b) Professional and support counterpart personnel to be assigned by the Client to the Firm's team:

Executive Engineer in charge of the dam and his team for supervision of site inspection and tests.

**Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project, Raipur (C.G.)**

PART II

Condition of Contract and Contract Forms

Section 6

STANDARD FORM OF CONTRACT

Firm's Services

Preface

3. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Firm, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
4. The General Conditions of Contract, including, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions

CONTRACT FOR FIRM'S SERVICES

Project Name: "Geophysical Investigation of Masonry / Concrete Dam of
Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh"

Contract No. _____

between

**Executive Engineer
Water Management Dn. Rudri
Code No. 38
For Chief Engineer
Mahanadi Project, Raipur (C.G.)**

and

[Name of the Firm]

Dated:

I. Form Of Contract

This CONTRACT (hereinafter called the “Contract”) is made theday of the month of, 2023, between, on the one hand, [Executive Engineer Water Management Dn. Rudri Code No. 38, Distt:- Dhamtari (C.G.)] (hereinafter called the “Client”) and, on the other hand, [name of Firm.....] (hereinafter called the “Firm”).

Where as

- (a) The Client has requested the Firm to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Firm, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

Now therefore the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract
 - b. The Special Conditions of Contract;
 - c. ITF and Data sheet
 - d. Appendices:

Appendix A:Terms of Reference

Appendix B: Experts

Appendix C:Breakdown of Contract Price

Appendix D : Integrity Pact

In the event of any inconsistency between the documents, the decision of Chief Engineer, Mahanadi Project, Raipur CG will be final.

2. The mutual rights and obligations of the Client and the Firm shall be as set forth in the Contract, in particular:
 - a. the Firm shall carry out the Services in accordance with the provisions of the Contract; and
 - b. the Client shall make payments to the Firm in accordance with the clause 40 of the special conditions of Contract (SCC).

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

For and on behalf of [Government of Chhattisgarh]

Executive Engineer, Water Management Dn. Rudri Code No. 38, Distt: Dhamtari, Chhattisgarh

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Firm]

[Authorized Representative of the Firm – name, title and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- (b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Firm.
- (c) “Firm” means a legally-established professional entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Firm and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm, assigned by the Firm to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” mean these General Conditions of Contract.
- (j) “Government” means the government of the Client’s country.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Firm’s proposal.
- (l) “Local Currency” means the currency of the Client’s country.
- (m) “Non-Key Expert(s)” means an individual professional provided by the Firm to perform the Services or any part thereof under the Contract.
- (n) “Party” means the Client or the Firm, as the case may be, and

“Parties” means both of them.

- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (p) “Services” means the work to be performed by the Firm pursuant to this Contract, as described in Appendix A hereto.
- (q) “Third Party” means any person or entity other than the Government, the Client, the Firm.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Firm. The Firm, subject to this Contract, has complete charge of the Experts and Sub- Firms, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Firm is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Firm's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Firm may be taken or executed by the officials specified in the SCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

10. Effectiveness of Contract

10.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Firm instructing the Firm to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met

11. Termination of Contract for Failure to Become Effective

11.1. After the award of contract by written notice to the Firm, if the firm fails to execute/ sign agreement within 15 days or extended time by the competent authority (Chief Engineer) of the client, the Client will declare this Contract to be null and void, and the Earnest Money of the firm shall be forfeited.

12. Commencement of Services

12.1. The Firm shall begin carrying out the Services immediately after issue of work order.

13. Expiration of Contract

13.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

14. Entire Agreement

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

15. Modifications or Variations

15.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16. Force Majeure

a. Definition

16.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

16.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

16.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

16.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.6. A Party affected by an event of Force Majeure shall notify the other Party of

such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

- 16.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 16.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm, upon instructions by the Client, shall either:
- a. demobilize, in which case the Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - b. continue with the Services to the extent reasonably possible, in which case the Firm shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 16.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 42 & 43.

17. Suspension

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

18. Termination

- 18.1. This Contract may be terminated by the client as per provisions set up below:
- 18.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;

- (b) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 43.1;
- (d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Firm fails to confirm availability of Experts as required in Clause GCC 12.

18.1.2. Furthermore, if the Client determines that the Firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Firm, terminate the Firm's employment under the Contract.

a. Cessation of Rights and Obligations

18.1.3. Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.

b. Cessation of Services

18.1.4. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Client, the Firm shall proceed as provided, respectively, by Clauses GCC 26 or GCC 27.

c. Payment upon Termination

18.1.5. Upon termination of this Contract, the Client shall make the following payments to the Firm:

- (a) payment for Services satisfactorily performed prior to the effective date of termination.

C. OBLIGATIONS OF THE FIRM

19. General

a. Standard of Performance

- 19.1. The Firm shall perform the Services and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 19.2. The Firm shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
- 19.3. The Firm may subcontract part of the Services to an extent and with such Experts as may be approved in advance by the Client. Notwithstanding such approval, the Firm shall retain full responsibility for the Services.

b. Law Applicable to Services

- 19.4. The Firm shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.
- 19.5. The Client shall notify the Firm in writing of relevant local customs, and the Firm shall, after such notification, respect such customs.

20. Conflict of Interests

- 20.1. The Firm shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Firm Not to Benefit from Commissions, Discounts, etc.

- 20.1.1. The payment of the Firm pursuant to GCC F (Clauses GCC 37 through 40) shall constitute the Firm's only payment in connection with this Contract and, subject to Clause GCC 20.1.3, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 20.1.2. Furthermore, if the Firm, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Firm shall comply with the rules of Government of Chhattisgarh, and shall at all times exercise such responsibility in the best

interest of the Client. Any discounts or commissions obtained by the Firm in the exercise of such procurement responsibility shall be for the account of the Client.

b. Firm and Affiliates Not to Engage in Certain Activities

20.1.3. The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or non-Consulting services resulting from or directly related to the Firm's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

20.1.4. The Firm shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

20.1.5. The Firm has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.

21. Confidentiality

21.1. Except with the prior written consent of the Client, the Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

22. Liability of the Firm

22.1. Subject to additional provisions, if any, set forth in the SCC, the Firm's liability under this Contract shall be provided by the Applicable Law.

23. Insurance to be Taken out by the Firm

23.1. The Firm (i) shall take out and maintain, and shall cause at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Firm shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 12.

24. Accounting, Inspection and Auditing

24.1. The Firm shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25. Reporting Obligations

25.1. The Firm shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Proprietary Rights of the Client in Reports and Records

26.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Firm for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

26.2. If license agreements are necessary or appropriate between the Firm and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Firm shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

27. Equipment, Vehicles and Materials

27.1. Equipment, vehicles and materials made available to the Firm by the Client, or purchased by the Firm wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firm shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Firm, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

27.2. Any equipment or materials brought by the Firm or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Firm or the Experts concerned, as applicable.

D. FIRM'S EXPERTS

28. Description of Experts

28.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Firm's Experts are described in Appendix B.

29. Replacement of Experts

29.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

29.2. Notwithstanding the above, the substitution of Experts during Contract execution may be considered only based on the Firm's written request and due to circumstances outside the reasonable control of the Firm, including but not limited to death or medical incapacity. In such case, the Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

30. Removal of Experts

30.1. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Firm's Expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Firm shall, at the Client's written request, provide a replacement.

30.2. In the event that any of Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Firm to provide a replacement.

30.3. Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.

30.4. The Firm shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

31. Assistance and Exemptions

31.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Firm with obtaining work permits and such other documents as shall be necessary to enable the Firm to perform the Services.

(b) Assist the Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit

visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Firm and the Experts employed by the Firm for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Firm, and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Firm any such other assistance as may be specified in the SCC.

32. Access to Project Site

32.1. The Client warrants that the Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Firm and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Firm or the Experts of either of them.

33. Change in the Applicable Law Related to Taxes and Duties

33.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 37.1

34. Services, Facilities and Property of the Client

34.1. The Client shall make available to the Firm and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

35. Counterpart Personnel

35.1. The Client shall make available to the Firm free of charge such professional and support counterpart personnel, to be nominated by the Client with the Firm's advice, if specified in Appendix A.

35.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firm that is consistent with the position occupied by such member, the Firm may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

36. Payment Obligation

36.1. In consideration of the Services performed by the Firm under this Contract, the Client shall make such payments to the Firm for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE FIRM

37. Contract Price

37.1. The Contract Price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

37.2. Any change to the Contract price specified in Clause 37.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended in writing the Terms of Reference in Appendix A.

38. Taxes and Duties

38.1. The Firm and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

38.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Firm or are paid by the Client on behalf of the Firm.

39. Currency of Payment

39.1. Any payment under this Contract shall be made in the currency of the Contract.

40. Mode of Billing and Payment

- 40.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 40.2. The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- 40.2.1. **Advance payment:** No advance payment shall be made.
- 40.2.2. **Installment Payments:** The work as per the 'Terms of Reference' will not be measured in volume except the quantities based on unit prices in Appendix C – Breakdown of Contract prices. Payment will be affected by compliance with performance standards pursuant to GCC Clause 19. Payments will be made with reductions if the performance standards are not achieved as decided in the specifications. The reductions for noncompliance with the performance standards will be applied on a daily basis for the period under which the works do not achieve the performance Standards, in accordance with the specifications. The payment scheduled is specified in the SCC.
- 40.2.3. **The Final Payment:** The final payment under this Clause shall be made only after the final report submitted by the Firm and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Firm specifying in detail deficiencies in the Services, the final report. The Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. All payments under this Contract shall be made to the accounts of the Firm specified in the SCC.
- 40.2.4. With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Firm of any obligations hereunder.

G. FAIRNESS AND GOOD FAITH

41. Good Faith

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

H. SETTLEMENT OF DISPUTES

42. Amicable Settlement

42.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

42.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 43.1 shall apply.

43. Dispute Resolution

43.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

I. PRE-CONTRACT INTEGRITY PACT

44. Integrity pact

44.1. Under Financial order of Chhattisgarh Order No. 39/2013 and according to ज्ञापकमांक 243/वि/नि/चार/2013 नयारायपुर, दिनांक 06 जुलाई, 2013 Integrity pact should be submitted by the firm in the prescribed format as stated in Appendix D.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of G CC Clauses	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India
4.1	The language is English
6.1 and 6.2	The addresses are: Client: Executive Engineer, Water Management Dn. Rudri Attention: Office of the Executive Engineer Water Management Dn. Rudri Code No. 38 Distt:- Dhamtari (C.G.) Pin code: 493776 E-mail (where permitted): eewmdn38rudri@gmail.com Firm: Attention: Facsimile: Email (where permitted):
8.1	Not Applicable
9.1	The Authorized Representatives are: For the Client: Executive Engineer, Water Management Dn. Rudri Code No. 38, Distt.-Dhamtari (C.G.) For the Firm: [name, title]
10.1	The effectiveness conditions are the following: Immediately after signing of agreement and issue of work order
11.1	Termination of Contract for Failure to Become Effective: After the award of contract by written notice to the Firm, if the firm fails to execute/ sign agreement within 15 days or extended time by the competent authority (Chief Engineer) of the client.
12.1	Commencement of Services: The number of days shall be: - Immediately after issue of work order Confirmation of Experts' availability to start the Assignment shall be submitted to the Client in writing.
13.1	Expiration of Contract: The time period shall be 03 months excluding rainy season i.e. 15th June to 15th September from the date of work order.
20 b.	The Client reserves the right to determine on a case-by-case basis whether the Firm should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 20.1.3

	Yes
22.1	No additional provisions.
23.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>[Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage equal to the contract price [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Firm or its Experts in accordance with the applicable law in the Client’s country</p> <p>(c) Third Party liability insurance in accordance with the applicable law in the Client’s country</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firm’s property used in the performance of the Services, and (iii) any documents prepared by the Firm in the performance of the Services.</p>
26.1	[If applicable, insert any exceptions to proprietary rights provision_____] Not applicable
26.2	[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 26.2 should be deleted].If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used: The Firm shall not use the data, documents, results, and reports of the studies for purposes not related to this Contract without the prior written approval of the Client.
40.2.1	No advance payment
40.2.2 and 40.2.3	The payment schedule: [Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]

	<p>A. 10% of the total amount shall be paid after mobilization of equipment's of the mentioned work at work site of Ravishankar Sagar Dam Gangrel</p> <p>B. 50% of the total amount after the completion of the L Section Tomography and cross face Tomography across upstream and downstream of Masonary / Concreate of Ravishankar Sagar Dam Gangrel</p> <p>C. 10% of the total amount after the submission of draft report.</p> <p>D. 30% of the total amount after the submission of final report.</p>
<p>43.1</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to thing whatsoever in any way, arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the abandonment thereof shall be referred to the "Superintending Engineer" for his decisions within a period of 30 (Thirty) days of such an occurrence(s). There upon the Superintending Engineer shall give his written instruction and / or decisions, after hearing the contractor and Executive Engineer within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of the parties.</p> <p>Upon receipt of written instruction or decision, of Superintending Engineer parties shall promptly proceed without delay to comply such instruction or decision. If the Superintending Engineer fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the parties (s) is/are aggrieved against the decision of the Superintending Engineer, the aggrieved party may within 30 days refer an appeal to the Chief Engineer who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Chief Engineer will give his decision within 30 (thirty) days, or such, mutually agreed period.</p> <p>If any party is not satisfied with the decision of the Chief Engineer, he can, file a petition for resolving the dispute through arbitration in the arbitration tribunal.</p> <p>A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Executive Engineer</p>

44.1	Integrity Pact will be signed and submitted as prescribed in Appendix D
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**Executive Engineer
Water Management Dn. Rudri Code No. 38
For Chief Engineer
Mahanadi Project, Raipur (C.G.)**

Appendices

APPENDIX A – TERMS OF REFERENCE

Insert the text based on the Section 5 (Terms of Reference) of the ITF in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Firm's Proposal. Highlight the changes to Section 5 of the RFP]

APPENDIX B – EXPERTS

[Insert a table based on Form TECH-6 of the Firm's Technical Proposal and finalized. Attach the CVs (updated and signed by the respective Experts) demonstrating the qualifications of Experts.]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

Name of Work: - **“Geophysical Investigation of Masonry / Concrete Dam of Ravishankar Sagar Dam Gangrel Distt: Dhamtari, Chhattisgarh”**

Sl. No.	Type of Investigation	TOTAL AMOUNT	TOTAL AMOUNT (In Words)
1			
2			
Total Cost:			
Indirect Local Tax Estimates–to be discussed and finalized at the negotiations if contract is awarded			
i. Service Tax*			
ii			
iii			
Total Contract Price(Including in direct Taxes):			

Sl. No.	Type of Investigation	Line Length	No. of Lines/Se ctions	Quantity	Units	Rate(in INR)	Rate (in INR) In words	TOTALAMOUNT (in INR)
Total(A+B)								

APPENDIX D – Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on..... day of the month20...., between, the Government of Chhattisgarh acting through Shri (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the 'BUYER', which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/ Work/Service) and M/s Represented by Shri Chief Executive Officer (herein after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

1. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during the subsequent to the Contract to be entered into with a view to: -

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by

avoiding the high cost and the distortionary impact of corruption on public procurement, and

- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. **COMMITMENTS OF THE BUYERS**

The BUYER commits itself to the following: -

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third part related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide so all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings

may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or

company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments;

(i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER)on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the

complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

- 6.3. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (In pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the buyer, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in

connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and

wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant..

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts, with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible held for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1.The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on.....

BUYER/BIDDER

Name of Officer
CHIEF EXECUTIVE OFFICER
Designation
Department/PSU

Witness Witness

1).
.....

1).....
.....

2)
.....

2)
.....