



**Gujarat Council Of Elementary Education
Sarva Shiksha Abhiyan Mission
Sector No. 17, Gandhinagar**



State Project Director, SSA Mission, Gandhinagar invite online technical & financial proposal for consultancy services for 3rd party supervision, monitoring & quality assurance of Civil Works for the financial year 2013 – 14.

| Package No. | District Covered | Approximate No. of Site | Bid Security (Rs. In Lacs) | Cost of Document (In Rs.) |
|-------------|--------------------------|-------------------------|----------------------------|---------------------------|
| SC – 126 | Navsari, Valsad | 264 | 1.30 | 5000.00 |
| SC – 127 | Surat, Dang | 228 | 1.60 | 5000.00 |
| SC – 128 | Tapi, Bharuch | 270 | 1.80 | 5000.00 |
| SC – 129 | Narmada, Vadodara | 348 | 1.70 | 5000.00 |
| SC – 130 | Kheda, Anand | 445 | 2.00 | 5000.00 |
| SC – 131 | Sabarkantha, Gandhinagar | 301 | 1.55 | 5000.00 |
| SC – 132 | Junagadh, Porbandar | 329 | 1.95 | 5000.00 |
| SC – 133 | Jamnagar | 228 | 1.30 | 5000.00 |
| SC – 134 | Rajkot, Amreli | 341 | 1.40 | 5000.00 |
| SC – 135 | Bhavnagar | 308 | 1.45 | 5000.00 |
| SC – 136 | Ahmedabad, AMC | 293 | 1.60 | 5000.00 |
| SC – 137 | Kutch | 221 | 1.90 | 5000.00 |
| SC - 138 | Patan, Surendranagar | 265 | 1.70 | 5000.00 |
| SC – 139 | Banaskantha, Mahesana | 370 | 1.95 | 5000.00 |
| SC – 140 | Panchmahal | 282 | 1.65 | 5000.00 |
| SC – 141 | Dahod | 366 | 1.55 | 5000.00 |

Schedule of E – Proposal

| | |
|---|---|
| On line submission of E – Proposal | 23.07.2013 to 12.08.2013 up to 18:00 Hrs. |
| Document download end date | 12.08.2013 up to 18:00 Hrs. |
| Submission of technical proposal, document fee, Bid Security and supporting document in physical form | On or before 13.08.2013 up to 18:00 Hrs. |
| Pre – Bid Meeting | 02.08.2013 at 12:00 Hrs. |
| Online opening of Technical Proposal | 14.08.2013 at 12:00 Hrs. |

**Mukeshkumar IAS
State Project Director
SSAM - Gujarat**

Package No : SC – 130



**Gujarat Council of Elementary
Education
Sarva Shiksha Abhiyan Mission**

Request for Proposal

| | |
|---------------------|---|
| Name of Work | Consultancy services for 3rd party technical supervision, monitoring & quality assurance of Civil Works in the district of Kheda & Anand under Sarva Shiksha Abhiyan Mission for the financial year 2013 – 2014. |
|---------------------|---|

**Name of Client : State Project Office
Sarva Shiksha Abhiyan Mission
Sector-17, Gandhinagar**

**Gujarat Council of Elementary Education,
State Project Office, SSA Mission,
Sector No.17, Gandhinagar**

LETTER OF INVITATION

Dear Sir,

**Subject: Consultancy services for 3rd party technical supervision,
monitoring & quality assurance of Civil Works in the district
of Kheda & Anand under Sarva Shiksha Abhiyan for the
financial year 2013 – 2014.**

1. You are hereby invited to submit technical and financial proposals for consultancy services required for 3rd party technical supervision, monitoring & quality assurance of Civil Works in the district of Kheda & Anand under Sarva Shiksha Abhiyan for the financial year 2013 – 2014 which could form the basis for future negotiations and ultimately a contract between your firm and State Project Director, SSA MISSION, Gandhinagar.
2. **The purpose of this assignment is:**
 - To obtain independent & objective assessment of the technical quality of construction works to be completed and to assure that the Civil Works are constructed as per approved drawing, specifications with good construction materials & as per desired standards of good quality construction, to motivate SMC members / Contractor to achieve above aspects and to monitor physical progress of the works to be completed in schedule time frame.
 - The 3rd party technical audit and quality assurance consultant shall provide an independent assessment on the quality of Civil Works to be executed at different stages of construction. It shall setup a quality control and quality assurance system with the help of prescribed testing norms laid down in Bureau of Indian Standards (BIS) through appropriate team of competent engineers. The consultant employed shall be responsible for quality assurance both for materials & workmanship and periodical supervision of each activity of civil Works at appropriate stage of construction. For periodical supervision of the Civil Works the consultant shall deploy the professional & subordinates as per need of assignment and shall issue certificate of completed works.
 - The consultant shall highlight the problem area if any, and also suggest steps / solutions for the same so as to achieve the overall target of quality assurance.
 - For quality assurance the consultant shall carry out testing (both at field & laboratory) of materials used in construction work and concrete cubes during the course of construction work.

3. The following documents are enclosed to enable you to submit your proposal:
- Terms of reference(TOR) (Annexure-1);
 - Supplementary information for consultant, including a suggested format of curriculum vitae (Annexure-2);
 - A Sample Form of Contract for Consulting Services under which the services will be performed (Annexure-3).
4. In order to obtain first hand information on the assignment and the local condition, it is considered desirable that a representative of your firm visits the office of the State Project Director, SSA Mission, Gandhinagar before the proposal is submitted. Your representative shall meet the following officials.
State Project Engineer, State Project Office, SSA Mission, Sector – 17, Gandhinagar, Tele: 23234939, Fax : 079 – 23243134.
5. A pre-proposal conference open to all prospective consultant will be held on the date & time mentioned in schedule of e-tendering. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information. The cost of document (RFP) is Rs. 5000/- (Non refundable) and shall be payable in the form of demand draft on any schedule bank payable at Gandhinagar in favour of State Project Director, SSA Mission, Gandhinagar. The technical proposal submitted without document (RFP) fee shall not be considered.
6. The submission of the proposals: The proposals shall be submitted in two parts viz., Technical and Financial and should follow the form given in the “Supplementary Information for the Consultants.”
- 6.1. The “**Technical**” and “**Financial**” proposals must be submitted in the following formats / schedules given in the supplementary information for consultants. The first part marked “**TECHNICAL PROPOSAL**” should include the description of the firm /organization, the firms general experience in the field of assignment, facility of testing construction materials, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The first part should not contain any cost information whatsoever. The second part i.e ‘**FINANCIAL PROPOSAL**’ should contain the detailed price offer for the consultancy services.

You will provide detailed break down of the cost and fees as follows:

- ◆ Staffing billing rate plus overhead ;
- ◆ Travel & accommodation ;
- ◆ Report reproduction ; and
- ◆ Testing charges of construction materials.

The technical proposal along with documentary evidence showing qualification criteria shall be submitted in physical form as per the date & time mentioned in schedule of e-tendering. The financial proposal shall be submitted online only as per the date & time mentioned in schedule of e-tendering.

6.2 Opening Of Proposal

The date & time of online opening of technical proposal will be as per schedule of e-tendering. It will be opened in the presence of such consultant or their authorized representative who may choose to remain present. It may please be noted that the second part containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved by State Project Director, SSA Mission, Gandhinagar.

7. Basic criteria for consultant for participating in the process

- a.** Consultancy firm should be in existence from last five years (i.e 2008-09 to 2012-13) in the field of similar nature of work. (Form no. F – 4)
- b.** Consultant should provide evidence having one work completed of supervision, monitoring or evaluator & certification as 3rd party as a prime consultant & should have covered and completed minimum 90 sites at different locations in a single work during last five years i.e 2008-09 to 2012-13 (Form no. F – 3)
- c.** The total consultancy charges of the firm for 3rd party quality assurance and technical audit of civil works received should not be less than Rs. **50** lac in any one year during last five years i.e 2008-09 to 2012-13. (Form no. F – 2)

8.

- 8.1.** The consultant shall furnish Bid Security amounting to Rs. 2.00 Lac in the form of Demand Draft on any schedule bank payable at Gandhinagar in favour of State Project Director, SSA Mission, Gandhinagar. The Bid security in physical form shall be submitted to State Project office as per the date & time mentioned in schedule of e-tendering. The proposals received without Bid Security shall not be considered. The Bid Security is liable to be forfeited if successful Bidder fails to execute the agreement within 15 Days from the date of letter of acceptance. The Bid Security of unsuccessful bidder will be discharged on completion of technical evaluation, whereas the bid security of qualifying bidders will be discharged on finalizing the contract.
- 8.2.** From the time the proposal are opened to the time the contract is awarded, the consultant should not contact the employer on any matter related to it's technical and/or financial proposal. Any effort by a consultant to influence the the employer in examination, evaluation, ranking of proposal or recommendation for award of contract shall result in rejection of the bidders proposal.

9. Evaluation

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical evaluation will be carried out on the information & documentary evidence furnished along with request for proposal (RFP). The technical proposals will be evaluated using the following criteria.

- (i) The consultant's relevant experience for the assignment (10 points) ;
- (ii) The quality of the methodology proposed for supervision, monitoring & testing of construction materials (20 points);
Brief note on quality of methodology proposed shall be submitted with technical proposal.
The bidder is expected to make presentation on their proposed methodology and approach for overall completion of the assignment before the committee constituted by SSA. The bidder shall come with his laptop and CD for presentation on the date and time intimated by the employer.
- (iii) The qualifications and experience of the deployed staff proposed for the assignment (70 points).

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and the experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the simple curriculum vitae- Form no. F7). CV of the key person of the firm should also be submitted with technical proposal. Nine engineers having minimum experience as suggested below shall be appointed for this assignment.

| Kheda district (5 Nos.) | Anand district (4 Nos.) |
|--|---|
| One no. having six years minimum experience for B.E.civil or eight years for D.C.E. | One no. having six years minimum experience for B.E.civil or eight years for D.C.E. |
| Four nos. having three years minimum experience for B.E.civil or five years for D.C.E. | Three nos. having three years minimum experience for B.E.civil or five years for D.C.E. |

The employer shall take the interview of members of team deployed for the proposed assignment to assess their suitability to perform duties for this assignment. In addition to above other points such as General qualifications, Adequacy for the project which include education, training, length of experience, type of position held, time spent with the firm, language and experience in Gujarat region, involvement in skill transfer programme and training ability shall also be taken into account. State Project office will intimate the date & time for interview of deployed engineers. At the time of interview the deployed engineer should remain present with their original certificates and testimonials.

10. Deciding Award of Contract

Quality and competence of the consulting service shall be considered, as the paramount requirement .The decision of the award of the contract would be as under:

- (a) Technical proposals scoring not less than 75% of the total points will only be considered for financial evaluation.

The client shall notify those consultants whose proposal did not meet the minimum qualifying mark or were considered non responsive to the Letter of Invitation and Terms Of Reference, indicating that their financial proposals will be kept unopened. The client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of financial proposals. The notification may sent by the registered letter, cable, telex, facsimile or electronic mail.

- (b) The Financial proposals shall be opened online publicly in the presence of the consultants' representatives who choose to attend. The name of consultant, the quality scores, and the proposed price shall be read aloud and recorded when the financial proposals are opened. The client shall prepare minutes of the public opening.
- (c) The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have costed all items of the corresponding Technical proposals; if not, the client will cost them and add their cost to the initial price), correct any computational errors. The evaluation shall exclude local taxes. The client will negotiate first with the firm, which ranked highest in technical evaluation.
- (d) During negotiations the consultants must be prepared to furnish the detailed cost breakup and other clarifications to the proposals submitted by him, as may be required. If the negotiations with this consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consultant, the consultant obtaining the second highest score will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

11. Performance Security

- 11.1 The successful consultant shall furnish performance security by way of bank guarantee of Nationalized bank in favour of SPD, SSA Mission, Gandhinagar at the rate of 5% of the contract value within 15 days on receipt of letter of award. The period of bank guarantee shall be 18 months from the date of work order.
- 11.2 Consultant shall be expected to fully comply with all the provision of TOR. Non adherence with the provision of TOR shall be treated as non- performance.
- 11.3 In the event of non performance by the consultant the said bank guarantee shall be encashed by the SPD- SSA Mission without prejudice & remaining work of supervision, monitoring and quality assurance shall be carried out by the employer at the risk and cost of consultant.

12. Please note that the State Project Director, SSA Mission, Gandhinagar is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the State Project Director, SSA Mission, Gandhinagar does not bind it self in any way to select the firm offering the lowest price.
13. You are requested to hold your proposal valid for 90 days from the date of submission without change the personnel proposed for the assignment and your proposed price. The State Project Director, Gandhinagar, will make its best efforts to select a consultant firm within this period.
14. Please note that the cost of preparing a proposal and of negotiating a contract including visits to State Project Office, SSA Mission, Gandhinagar, if any is not reimbursable as a direct cost of the assignment.
15. Assuming that the contract can be satisfactorily concluded in one months, you will be expected to take up/commence with the assignment in **3rd week of August 2013.**
16. Please note that the remuneration, which you receive from the contract, will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

Yours faithfully,

**Sd/-
State Project Director
SSA Mission,
Sectot No. 17, Gandhinagar**

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Consultants.
3. Draft contract under which service will be performed.

**TERMS OF REFERENCE FOR 3rd PARTY TECHNICAL SUPERVISION,
MONITORING & QUALITY ASSURANCE OF CIVIL WORKS IN THE
DISTRICT OF Kheda & Anand UNDER SARVA SHIKSHA ABHIYAN FOR
THE FINANCIAL YEAR 2013 – 2014**

1. BACKGROUND

Sarva Shiksha Abhiyan Mission (SSAM) is under implementation by Gujarat Council of Elementary Education, Gandhinagar. The aims of SSA Mission are:

1. Universal access & enrollment,
2. Universal retention of children up to 14 years of age &
3. A substantial improvement in quality of education to enable all children to achieve essential level of learning.

Under this programme construction of Civil Works such as Additional Classrooms, Toilet Block, KGBV, Hostel Building, Teachers quarters, Compound wall & School repairing are undertaken through SMC/Contractor. The estimated cost of the activities covered for the financial year 2013 – 2014 is Rs. **1958.20** Lac in the above mentioned district. The statement showing no of each activity undertaken in the respective district and estimated cost is enclosed as Annexure – A.

2. OBJECTIVES.

The main objective of this assignment is to obtain independent & objective assessment of the technical quality of all construction works to be completed by SMC / Contractor as per approved drawings, specifications and to assure that the civil works are constructed with good construction materials & as per desired standards of good quality construction, to motivate SMC members to achieve above aspects and to monitor physical progress of the works to be completed in schedule time frame.

The 3rd party technical supervision, monitoring and quality assurance, consultant shall provide an independent assessment on the quality of all the works to be executed under the entire project at different stages of construction. It shall setup a quality control and quality assurance system with the help of prescribed testing norms laid down in Bureau of Indian Standards (BIS) through a competent team of appropriate engineer. The consultant employed shall be responsible for quality assurance both for materials & workmanship and periodical supervision of civil works at appropriate stage of construction. For periodical supervision of the civil works the consultant shall deploy the professional & subordinates as per need of assignment and shall issue certificate of completed works.

The consultant shall highlight the problem area if any, and also suggest steps / solutions for the same so as to achieve the overall target of quality assurance.

For quality assurance the consultant shall carry out testing (both at field & laboratory) of materials used in construction work and concrete cubes during the course of construction work.

3. SCOPE OF WORK

- 3.1 The consultant or his representative shall supervise the construction work during the work under progress frequently to achieve the stipulated standards of quality in the project. If there is any discrepancy / error / omission, the consultant shall point out it with suggestions and remedial measures within codal provision.
- 3.2 The consultant shall carry out independent testing (Field & Laboratory) of construction materials and will report to SMC / Contractor / TRP / District Project Engineer with his suggestions and remedial measures if any.
- 3.3 The consultant shall also verify that all the points raised in inspection and audit note shall be strictly complied by SMC / Contractor / TRP to his satisfaction.
- 3.4 On completion of work, consultant shall issue completion certificate.

4. GOVERNING FACTORS

- 4.1 The job of consultancy for technical supervision, monitoring and quality assurance shall be combination of field visits, testing of materials, office work, comments on construction materials, checking of test results.
- 4.2 The consultant shall review the degree of quality control exercised during the construction through various tests. The purpose of quality control exercise is to ensure that the work has been executed according to the drawings, designs and specifications and in line, level and as per approved drawings & specifications.
- 4.3 The consultant shall timely carry out independent checking / testing of materials after collecting random sample in the presence of SMC member/TRP / Contractor to ensure that specified quality is achieved. The test for each site shall be carried out which are listed below.

| Materials to be tested | Class room, KGBV, Hostel & Quarters | Compound wall & Toilet Block |
|--|-------------------------------------|------------------------------|
| Water | Y | Y |
| Cement | Y | Y |
| Sand | Y | Y |
| Kapachi & Metal | Y | Y |
| Brick/ C.C.Block/Bela Stone | Y | Y |
| Reinforcement– all diameter category bar | Y | Y |
| C C Cube | Y | Y |
| Flooring Tiles | Y | N |

The type and no of test required to be carried out for materials / concrete etc. is enclosed as Annexure – B. However for multilevel classroom, KGBV, Hostel building, staff quarter shall be carried out as per the schedule of testing given in the bidding document and also as per direction of District Project Engineer. Consultant shall conduct only one test for materials if two or more activities are undertaken simultaneously by SMC at single location.

- 4.4 The consultant shall have wide experience of similar nature of work. If the consultancy firm have material testing laboratory, it should be in

existence from last five years & should have ISO certification. If he has no facility of laboratory for material testing he shall carry out MOU with the Government approved material-testing laboratory. In such case both the partners should jointly & severally responsible for whole work so their inter relationship should be clearly stated with the documentary evidence. The firm having mobile testing laboratory shall be given additional weightage as it will ensure testing of materials at site of work.

- 4.5 The consultant shall provide methodology for supervision, certification and testing of materials with technical proposals.
- 4.6 Under this project Civil Works are undertaken either through SMC – Community Participation Procedure or through NCB Procedure. The consultant shall motivate the community and shall train the masons at site if required.
- 4.7 The consultant shall not replace the engineers once selected through interview after award of work. If it is found inevitable to replace engineer once selected, consultant shall have to intimate State Project office, SSA before one month of replacement. State Project office will take interview of the engineer substituted to assess his suitability for the project.
- 4.8 The consultant shall develop a system of classification and categorizing of audit points and closely monitor the compliance on a regular basis. The consultant shall interact with all the implementing agencies for compliance of audit points.
- 4.9 The Consultant shall visit each site for minimum no. as tabulated below for different type of works.

| Activity | No. of minimum visits required | Mandatory visit |
|-----------------------------------|--------------------------------|--|
| Single storey classroom | 6 | Excavation level, Plinth level, Lintel level, Casting of beams and slab, finishing level and completion stage. |
| Single storey Two classroom | 9 | -Do- |
| Single storey Three classroom | 12 | -Do- |
| Multilevel classroom | | |
| • Three classroom | 12 | Excavation level, Footing level, Tie beam level, Casting of column for all the floors, Casting of beams and slab for all the floors, Casting of stair case, During masonry work of all the floors, Finishing work for all the floors and completion stage. |
| • Four to six classroom | 15 | -Do- |
| • Six to twelve classroom | 18 | -Do- |
| • Twelve to twenty four classroom | 21 | -Do- |

| | | |
|--|----|--|
| KGBV, Hostel building & Staff quarters | 12 | -Do- |
| Boys and Girls Toilet & compound wall | 6 | Excavation level, Plinth level, Casting of slab, Plumbing and drainage work, Finishing level and completion stage. |
| School repairing | 5 | At appropriate stage |

- 4.10 The consultant shall furnish stability certificate of foundation for all the activities except school repairing to the respective District Project Engineer.
- 4.11 The consultant shall take signature of TRP/HM of the school in token of proof for taking sample of material for testing.
- 4.12 The consultant shall be responsible to transport cube mould to the site where the work is undertaken through SMC/agency.
- 4.13 Where the work is undertaken through contractor concrete mix design shall have to be carried out by the contractor. The consultant shall ensure that concrete mix design has been carried out by the contractor & accordingly work of concrete executed. The consultant shall verify that the contractor has brought weigh batcher machine for concreting. The consultant shall issue certificate about the readiness of site to agency/SMC before actual concreting is carried out.
- 4.14 The consultant shall communicate immediately all the audit points to the SMC or Contractor / TRP / District Project Engineer and State Project Office.
- 4.15 The consultant shall develop and follow the computerized reporting and record management system and shall obtain prior concurrence of the same from State Project Office.
- 4.16 The consultant shall write his observations in the visit book kept at the site of work and suggestions to improve the quality of work.
- 4.17 The consultant shall submit fortnightly report of his observations and inspections, highlighting the progress of the work. The shortcoming / deviations observed and incorporated in audit points shall be notified immediately to SMC or Contractor / TRP / District Project Engineer and State Project Office for necessary corrective actions. Before reaching to the next stages of construction activities the consultant shall submit the compliance reports of those construction activities where consultant has made major and important observations related to the structural safety of concerned activity.
- 4.18 The fortnightly report of 1st fortnight shall be furnished upto 20th & 2nd fortnight before 5th of next month at State Project office and District Project office.
- 4.19 The consultant shall also submit Weekly site visit report for the visits carried out by his engineer to District Project Engineer & make presentation for the schools visited by him. He shall also discuss about tentative tour in weekly meeting for the site visit to be carried out during next week.
- 4.20 Detailed fortnightly reports will include physical progress, as well as summary of observations made during the fortnight. It will list the audit points in respect of all the construction sites visited & rectification required. It shall also highlight the weaknesses observed, recommended remedial measures and degree of compliance of the

audit points raised in earlier visits. The consultant shall prepare a separate report on the progress of work.

- 4.21 The defects if any not pointed out by the consultant in fortnightly progress report and the work is carried out against the specifications and drawings and later on it requires re-construction it shall be carried out at the risk and cost of the consultant.
- 4.22 The consultant shall not issue any instruction directly if in his opinion it is found necessary to change specifications or modify design. The same shall be brought to the notice of TRP/DPE/State Project Office.
- 4.23 The quarterly progress report shall provide physical progress of the works and the status of compliance of the audit points by the SMCs / Contractor.
- 4.24 A consolidated statement showing the dates of visit i.e 1st visit, 2nd visit, 3rd visit and so on for all the sites shall be furnished by the consultant in order to verify the no. of visits carried out by the consultant.
- 4.25 The assignment mentioned herein is intended to be job oriented and not time oriented and the consultant shall not be entitled to claim any compensation in the event of the time estimated for the completion of the work being extended for any reason what so ever.
- 4.26 In order to ensure the quality and timely completion of the work, consultant should remain present in the co – ordination / review meeting being held monthly at State level & make presentation for the schools visited by him. Only key person or operational executive should remain present in monthly meeting. Similarly the engineers of district level should remain present in weekly meeting every Saturday being held at district level at no extra cost..
- 4.27 The consultant shall depute one data entry operator & one engineer with computer and printer to State Project office for two days in a month. Data Entry operator will be responsible to update the progress of work. Engineer deputed to State Project office shall have to function to resolve the problems related to sites.
- 4.28 The consultant shall not change the taluka entrusted to the deployed engineer for supervision without prior permission of DPE. The engineers deployed at taluka level should remain present with engineers of State Project office at the time of bill checking of the agency.
- 4.29 If the service of team member provided by the consultant is not acceptable to the SSA, the consultant shall immediately replace the team member on request of SSA

- 4.30 Consultant shall arrange two workshop/training programme to share his experience and to impart training to TRPs at Gandhinagar or at any district place as decided by SPO about the methodology to be adopted for good construction work as well as how to select the materials for construction. The expenditure for conducting workshop shall be borne by the consultant.
- 4.31 While submitting the bill for the payment for the work of multilevel classroom, KGBV, Hostel & Staff quarters being carried out by the contractor consultant shall issue certificate stating that the work inspected by his engineer has been carried out in accordance with the specifications and drawing. The format of certificates shall be issued by SPO.
- 4.32 After the work is completed consultant shall issue completion certificate as per format given by SPO after due verification of all the points covered in the Check list of the respective activity.
- 4.33 In case of quality of building supervised by the consultants found poor at a later stage, the consulting firm shall be held responsible for the same.
- 4.34 Rates agreed shall be firm till the completion of work inclusive of transportation, stationery, communication charges etc. except service tax.

5. Penalties

- 5.1 SSA may conduct independent quality monitoring and checking of works undertaken by the consultant. If such checks disclose that the work carried out by consultant do not meet the specified requirement, the employer will recover the amount of the work from the consultant.
- 5.2 If the consultant fails to submit fortnightly progress report on due date, to State Project office and District Project office, penalty at the rate of Rs. 1000 per day shall be imposed for the no. of days delayed.
- 5.3. If the key person does not remain present in monthly meeting penalty at the rate of Rs. 5000/- shall be imposed.
- 5.4. Similarly the engineers at district level do not remain present in the weekly meeting, penalty at the rate of Rs. 800 per engineer shall be imposed.
- 5.5. If the engineers deployed at taluka level by the consultant do not remain present with SPO Engineers during bill checking, penalty at the rate of Rs. 1000 per visit shall be imposed.

6. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is approximate 18 months from the date of assignment. However the assignment is job oriented only.

7. FORMATES

- 7.1 Fortnightly report of each work supervised by the consultant including the issue required immediate attention from the district level & state level, in approved format.
- 7.2 Similarly fortnightly reports on materials tested for each site & measures required if the testing results are not within tolerance limit to district & state office.
- 7.3 Any corrections as per SPO Comments.

8. REPORT TO

1. State Project Director
2. State Project Engineer
3. Assistant Engineer – State Project office
4. District Project Engineer of concerned district.

9. DATE OF SUBMISSION

Fortnightly reporting to State Project Office, Gandhinagar (Two Hard copies + One soft copy) and District Project Office of concerned district (Two Hard copies + One soft copy) The report of 1st fortnight shall be submitted upto 20th & 2nd fortnight shall be submitted before 5th of next month.

10. STAGES OF PAYMENTS

For Supervision and Certification (**Additional Classrooms, Room for Std. VIII, Multilevel Room, KGBV, Hostel building, Staff Quarters & Toilet block**)

| SR | Release | Release of Payment |
|----|---------------------------------|---|
| 1 | 1 st Release | 15% of the approved amount along with the acceptance of letter of award against bank guarantee issued by Nationalized bank. |
| 2 | 2 nd Release | 60% of approved amount when the work reaches at 2 nd floor slab level. |
| 3 | 3 rd Release | 15% of the approved amount on completion of the work. |
| 4 | 4 th & final Release | 10% of the approved amount after issue of completion certificate |

For Supervision and Certification (**Compound wall & School Repairing**)

| SR | Release | Release of Payment |
|----|---------------------------------|---|
| 1 | 1 st Release | 15% of the approved amount along with the acceptance of letter of award against bank guarantee issued by Nationalized bank. |
| 2 | 2 nd Release | 75% of the approved amount on completion of the work. |
| 3 | 3 rd & final Release | 10% of the approved amount after issue of completion certificate. |

For release of payment the consultant shall submit his bill to the District Project Engineer of concerned district. The District Project Engineer in turn submits the bill to State Project office duly certified that the assignment has been carried out in accordance with terms and conditions of RFP document. On getting certified copy of bill from DPE, State Project office will release the payment after verification.

11. INPUT FROM SSA MISSION

1. The State Project Office / District Project Office will provide all the site list, to the consultant for detailed supervision, testing of materials and certification of the Civil Works.
2. The State Project Office / District Project Office will provide architectural & structural drawings, detailed estimates with specifications and all other relevant data.

12. REVIEW COMMITTEE & PROCESS

The review committee shall consist of

1. State Project Director
2. State Project Engineer
3. F.A. & A.O.
4. Assistant Engineer of SPO
5. District Project Engineer of respective district.

The review committee will review the detailed progress report, consultant's observations, testing results and suggestions about the work under construction.

13. FINAL OUTCOME

1. Detailed summary for the fortnightly report for supervision.
2. On completion of the assignment final report on supervision task and completion certificate.

14. GENERAL REQUIREMENTS

1. The SPO reserves full right to alter its requirement.
2. The decision of the State Project Director will be final in all the matters.

Assistant Engineer

State Project Engineer

F. & A.O.

State Project Director

Annexure - A

PACKAGE NO. SC –130

CIVIL ACTIVITY FOR SSA MISSION FOR THE YEAR 2013 – 14

(Rs. in Lac)

| Sr No. | District | ACR Multilevel | | Std. 8 | | Boys Toilet | | Girls Toilet | | KGBV SSA | | KGBV GOG | | Hostel STP | | Staff quarters | | Compound wall | | School Repairing | |
|--------------------------------------|----------|----------------|--------|--------|-------|-------------|--------|--------------|--------|----------|------|----------|--------|------------|------|----------------|------|---------------|--------|------------------|-------|
| | | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. | No. | Amt. |
| 1 | Kheda | 54 | 367.20 | 18 | 122.4 | 100 | 125.00 | 100 | 130.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 50 | 100.00 | 10 | 40.00 |
| 2 | Anand | 62 | 421.60 | 40 | 272.0 | 40 | 50.00 | 50 | 65.00 | 0 | 0.00 | 1 | 110.00 | 0 | 0.00 | 0 | 0.00 | 49 | 110.00 | 23 | 45.00 |
| Grand Total – Rs. 1958.20 lac | | | | | | | | | | | | | | | | | | | | | |

SC – 130

Annexure - B

| Sr No | Building Materials | Test to be carried out |
|-------|--|--|
| 1 | Water | Chemical analysis |
| 2 | Cement | (a). Consistency (b). Setting time (i). Initial (ii). Final (c). Fineness by specific surface (d). Compressive strength, N/mm ² not less than i). 3 days ii). 7 days iii). 28 days (e). Soundness by lechatelier |
| 3 | Sand | (a). Silt content (b). Gradation, fineness Modules (c). Zoning tests (d). Sp. Gravity (e). Water absorption (%) |
| 4 | Kapchi and metal (for RCC work) | (a). Specific gravity (b). Water Absorption (c). Abrasion (d). Impact value % (e). Flakiness index (f). Gradation percent passing of IS sieve |
| 5 | (A). Bricks/C.C. block/Bela stone | (a). Water absorption (b). Efflorescence (c). Compressive strength (d). Dimension |
| | (B). Aerated Block | (a). Compressive strength (b). Dimension (c). Block Density (d). Thermal conductivity (e). Drying shrinkage (f). Fire resistance |
| 6 | Reinforcement | (a). Ultimate tensile strength (b). Yield stress (Proof stress) (c). Elongation |
| 7 | C.C. Cubes | Compressive strength at 7 days at 28 days |
| 8 | Flooring tiles/Mosaic/Vitrified tiles/Kota stone | (a). Water absorption (b). Transverse strength (c). Abrasion (d). Size (e). Surface quality |

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- I. A brief description of the firm / organization providing evidence having one work completed of supervision, monitoring & certification as 3rd party consultants showing the sites covered and completed at different locations in a single work in the format given in Form F – 3.
- II. Outline of recent experience on assignment / projects of similar nature executed during the last 5 years in the format given in Form F – 4.
- III. Any comments or suggestions of the consultant on the Terms of Reference (TOR).
- IV. A description of the manner in which consultant would plan to execute the work. Work plan time schedule in Form F-5 & approach or methodology proposed for carrying out the required work.
- V. The composition of the team of personnel which the consultant would propose to provide & the task which would be assigned to each team member in Form F-6 with their total experience and experience in consulting firm.
- VI. Curricula vitae of the individual key staff members to be assigned to the work and of team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached format (F-7) duly signed by the concerned personnel. Photo copy, unsigned cv shall not be evaluated.
- VII. Work program and time schedule for key personnel & site based in Form F-8.
- VIII. The consultant's comments, if any, on the data, services and facilities to be provided by State Project Director, SSA MISSION, Gandhinagar indicated in the Terms of Reference (TOR).
- IX. Bid Security amounting to Rs. 2.00 Lac in the form of Demand draft on any schedule bank payable at Gandhinagar in favour of State Project Director, SSA MISSION, Gandhinagar.

(b) Financial Proposals:

The financial proposals should include schedule of Price Bid in Form F-9.

(2) The proposals shall be online submitted upto the time and date mentioned below

| Schedule of E – Proposal | |
|---|---|
| On line submission of E – Proposal | 23.07.2013 to 12.08.2013 up to 18:00 Hrs. |
| Document download end date | 12.08.2013 up to 18:00 Hrs. |
| Submission of technical proposal, document fee, Bid Security and supporting document in physical form | On or before 13.08.2013 up to 18:00 Hrs. |
| Pre – Bid Meeting | 02.08.2013 at 12:00 Hrs. |
| Online opening of Technical Proposal | 14.08.2013 at 12:00 Hrs. |

Tender fee, bid security and supporting document of technical proposal shall be submitted in physical form on or before 13/08/2013 upto 18:00 hrs. The financial proposal shall be submitted online only.

(3) Contract Negotiations :

The aim of the negotiation is to reach an agreement on all points with the consultants and initial a draft contract by the conclusion of negotiation. Negotiations commence with a discussion of consultant's proposal, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing and the bar chart, which will indicate personnel, periods in the field & office, man-months, and reporting schedule.

(4) Contracts with Team Members :

Bearing in mind that rates are negotiable, firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

(5) Nomination of Experts :

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, State Project Director, SSA MISSION, Gandhinagar expects to negotiate a contract on the basis of the expert's name in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, State Project Director, SSA MISSION, Gandhinagar will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or in capacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

(6) Performance Security :

The successful consultant shall furnish performance security by way of bank guarantee of Nationalize bank in favour of SPD, SSA Mission, Gandhinagar at the rate of 5% of the contract value within 15 days on receipt of letter of award. The period of bank guarantee shall be 18 months from the date of work order.

(7) Terms of Payment :

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

For Supervision and Certification **(Additional Classrooms, Room for Std. VIII, Multilevel Room, KGBV, Hostel, Staff quarters & toilet block)**

| SR | Release | Release of Payment |
|----|---------------------------------|---|
| 1 | 1 st Release | 15% of the approved amount along with the acceptance of letter of award against bank guarantee issued by Nationalized bank. |
| 2 | 2 nd Release | 60% of approved amount when the work reaches at slab level. |
| 3 | 3 rd Release | 15% of the approved amount on completion of the work. |
| 4 | 4 th & final Release | 10% of the approved amount after issue of completion certificate |

For Supervision and Certification (**Compound wall & School repairing**)

| SR | Release | Release of Payment |
|----|---------------------------------|---|
| 1 | 1 st Release | 15% of the approved amount along with the acceptance of letter of award against bank guarantee issued by Nationalized bank. |
| 2 | 2 nd Release | 75% of the approved amount on completion of the work. |
| 3 | 3 rd & final Release | 10% of the approved amount after issue of completion certificate |

(8) Review of reports :

A review committee consisting of following officers of the SSA MISSION, Gandhinagar will review all reports of consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.

- State Project Director
- State Project Engineer
- F.A. & A.O., SSA MISSION.
- Assistant Engineer, SPO
- District Project Engineer of the concerned district.

FORM F – 1

From

To.

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

Sir,

Sub:- Hiring of Consultancy Services for Of
regarding.

I / We Consultant / consultancy firm /
organization herewith enclose Technical & Financial Proposal for selection of my /
our firm as consultant for

We undertake that, in competing for (and, if the award is made to us, in
executing) the above contract, we will strictly observe the laws against fraud and
corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully

Signature
Full name
and address

Authorized Representative

FORM F – 2

Statement showing details of yearwise consulting charges received

| Sr No | Year | consulting charges received (Rs. In Lac) |
|--------------|-------------|---|
| 1 | 2008-09 | |
| 2 | 2009-10 | |
| 3 | 2010-11 | |
| 4 | 2011-12 | |
| 5 | 2012-13 | |
| | Total | |

Place :

**Date :
person**

**Signature of Authorized
with seal**

Note: Please attach yearwise audited account report by way of documentary proof.

FORM F – 3

ASSIGNMENT OF SIMILAR NATURE OF WORK HAVING COVERED AND COMPLETED NUMBER OF SITES AT DIFFERENT LOCATIONS IN A SINGLE WORK DURING LAST FIVE YEARS

(i.e. 2008-09 to 2012-13)

1. Brief description of the firm / organization
2. Details of no. of sites covered & completed at different locations in a single work.

| <u>Sr.</u> | <u>Name of Assignment</u> | <u>Name of Project</u> | <u>Owner or sponsoring authority</u> | <u>No. of sites in the project</u> | <u>No. of sites completed</u> | <u>Year of completion</u> |
|------------|---------------------------|------------------------|--------------------------------------|------------------------------------|-------------------------------|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

Note: Please attach certificates from the employer by way of documentary proof (Issued by the officer of rank not below the rank of Superintending Engineer or equivalent)

FORM F – 4

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST FIVE YEARS (i.e. 2008-09 to 2012-13)

Outline of recent experience on assignments of similar nature

| <u>Sr.</u> | <u>Name of Assignment</u> | <u>Name of Project</u> | <u>Owner or sponsoring authority</u> | <u>Cost of Assignment</u> | <u>Date of Commencement</u> | <u>Date of Completion</u> | <u>Was Assignment satisfactorily Completed</u> |
|------------|---------------------------|------------------------|--------------------------------------|---------------------------|-----------------------------|---------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Note: Please attach certificates from the employer by way of documentary proof (Issued by the officer of rank not below the rank of Superintending Engineer or equivalent)

FORM F – 5

WORK PLAN TIME SCHEDULE

A. Field Investigation

| Sr No | Item | Monthwise Programme | | | | | | | | | | | | | | | | | |
|----------|------|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | 1 st | 2 nd | 3 rd | 4 th | 5 th | 6 th | 7 th | 8 th | 9 th | 10 th | 11 th | 12 th | 13 th | 14 th | 15 th | 16 th | 17 th | 18 th |

B. Completion and submission of reports

1. Inception Report
2. Interim Status Report

As indicated under TOR

3. Draft Final Report
4. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the 3rd party technical supervision, monitoring & quality assurance.

D. Comments or suggestions on “Terms of Reference”.

FORM F – 6

**COMPOSITION OF THE OFFICE BASED, SITE BASED &
SUPPORTING STAFF AND THE TASK WHICH WOULD BE
ASSIGNED TO EACH TEAM MEMBER**

Office based Staff

| Sr. | Name | Educational qualification | Experience in Years | Position in firm | Task Assignment |
|------------|-------------|----------------------------------|----------------------------|-------------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Site based Staff

| Sr. | Name | Educational qualification | Experience in Years | Position in firm | Task Assignment |
|------------|-------------|----------------------------------|----------------------------|-------------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Support Staff

| Sr. | Name | Educational qualification | Experience in Years | Position in firm | Task Assignment |
|------------|-------------|----------------------------------|----------------------------|-------------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

FORM F – 7

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1. Name :
2. Profession / Present Designation :
3. Years with firm / Organization : Year:
4. Area of Specialization :
5. Proposed Position of Team:
6. Key Qualification:
(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half a page)
7. Education:
(Under this heading, summarize college / University and other specialized education of staff member, giving names of schools / colleges etc. date attended and degrees obtained. Use up to a quarter page)
8. Experience:
(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience also give types of activities performed and client references, where appropriate. Use up to three quarters of a page)
9. Language:
(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good" or "poor")

Signature of staff member

Date:

FORM NO. F- 8

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL & SITE
BASED STAFF**

Months

| <u>Name</u> | <u>Position</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> | <u>12</u> | <u>13</u> | <u>14</u> | <u>15</u> | <u>16</u> | <u>17</u> | <u>18</u> | <u>Number of months</u> |
|-------------|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------------------------|
|-------------|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------------------------|

Total

FORM NO. F- 9**SCHEDULE OF PRICE BID
PART – A**

| Sr. | Items | Amount (In %) | |
|-----|--|--|--|
| | | In Figure | In Words |
| 1. | Consultancy services for Supervision, Monitoring and Quality Assurance of Civil Works in the district of Kheda & Anand under SSA Mission for the financial year 2013 – 2014. | _____ % of estimated cost (Rs.1958.20 Lac) of civil activity. = Rs. _____ | _____ Percentage of estimated cost (Rs. 1958.20 Lac) of civil activity. = Rs. _____ |

PART – B

| Sr. | Test | Testing charges per test | Total No. of test | Amount |
|--------------|---|--------------------------|-------------------|--------|
| 1 | Water | | 445 | |
| 2 | Cement | | 445 | |
| 3 | Sand | | 445 | |
| 4 | Kapchi & Metal | | 445 | |
| 5 | Bricks / C.C. Block / Bela Stone/ Aerated block | | 445 | |
| 6 | Reinforcement | | 938 | |
| 7 | C.C. Cubes | | 412 | |
| 8 | Flooring Tiles Mosaic /Vitrified tiles/Kota stone | | 71 | |
| TOTAL Rs. | | | | |
| Rs. in Words | | | | |

TOTAL OF PART – A + B

| | |
|--------------|--|
| Part – A | |
| Part – B | |
| TOTAL RS. | |
| Rs. in Words | |

Signature of Consultant**(Authorized representative)**

Consulting Services

Draft Letter of Agreement for small Assignment Carried out by Consultants

Subject: - (NAME OF ASSIGNMENT)

Name of Consultant:

1. Set out below are the terms and conditions under which **(Name of Consultant)** has agreed to carry out for **(NAME OF CLIENT)** the above mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes **(NAME OF RESPONSIBLE STAFF OF CLIENT)** has been assigned to administer the assignment and to provide **(NAME OF CONSULTANT)** with all relevant information needed to carry out the assignment. The services will be required in **(NAME OF PROJECT)** for about MONTHS / DAYS, during the period fromto
3. The **(NAME OF CLIENT)** may find it necessary to postpone or cancel the assignment and /or shorten or extend its duration. In such case, every efforts will be made to give you, as early as possible, notice of any changes. In the event of termination, the **(NAME OF CONSULTANTS)** shall be paid for the services rendered for carrying out the assignment to the date of termination, and the **(NAME OF CONSULTANTS)** will provide the **(NAME OF CLIENT)** with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This agreement will become effective upon confirmation of this letter on behalf of **(NAME OF CONSULTANTS)** and will terminate on, or such other date as mutually agreed between the **(NAME OF CLIENT)** and **(NAME OF CONSULTANTS)**
7. Payments for the services will not exceed a total amount of Rs.
The **(NAME OF CLIENT)** will pay **(NAME OF CONSULTANT)** within 30 days of receipt of invoice as follows:

| Amount | Currency | |
|--------|----------|---|
| | | Up on receipt of a confirmed copy of this letter and submission of inception report |
| | | Upon receipt of intermediate status report |
| | | Upon receipt of the draft final report |
| | | Upon receipt of the final report acceptable to (NAME OF CLIENT) |

The above remuneration includes all the cost related to carrying out the services including overhead and any taxes imposed of **(NAME OF CONSULTANTS)**

8. The **(NAME OF CONSULTANTS)** will be responsible for appropriate insurance coverage. In this regard, **(NAME OF CONSULTANTS)** shall maintain workers compensation, employment liability insurance for their staff on the assignment. The consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of **(NAME OF CONSULTANTS)** or its staff. The **(NAME**

OF CONSULTANTS) shall provide the **(NAME OF CLIENT)** with certification thereof upon request.

9. The **(NAME OF CONSULTANTS)** shall indemnify and hold harmless the **(NAME OF CONSULTANT)** against any and all claims, demands, and/or judgments of any nature brought against the **(NAME OF BORROWER)** arising out of the services by the **(NAME OF CONSULTANTS)** under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the services.
11. All reports and other documents or software submitted by **(NAME OF CONSULTANTS)** in the performance of the services shall become and remain property of the **(NAME OF CLIENT)**. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the Client.
12. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The **(NAME OF CONSULTANTS)** shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.
15. The **(NAME OF CONSULTANTS)** agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the **(NAME OF CLIENT)** written permission.
16. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.
17. The letter of invitation, Terms of reference, Supplementary information for consultant covered under RFP document shall be the part of contract document for this agreement.

Place : ...Gandhinagar...
Date :

(Signature of Authorized Representative on behalf of Consultant)

.....
.....

(Signature & Name of the Client's Representative)