



Central Institute of Road Transport

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

On Behalf of

“The Transport Department, Government of Odisha”

Invites Proposals

for

**“ARCHITECTURAL & STRUCTURAL
CONSULTING & PROJECT MANAGEMENT
SERVICES FOR CONSTRUCTION OF 5 IDTR
& 1 RDTC IN ODISHA”**

TENDER No. CIRT/2025-26/ARCH-STR-PMC/ODISHA

Dated October 2025

(Tender, Instructions to Applicant and General Information)

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RFP SCHEDULE

Name of Work		Request for Proposal (RFP) for Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC in Odisha
Estimated PMC Fee		Rs. 300 lakhs (All Incl.)
Schedule	Website for Downloading of RFP Documents	https://www.cirtindia.com/tenderNotice.html https://www.tenderwizard.com/CIRT
	Downloading of RFP Documents	13 th October 2025 onwards
	Queries to be sent at	Bidders shall have to post their queries on consultancy@cirtindia.com on or before 20 th October 2025 by 1600 hrs.
	Pre-Bid Meeting Date, Time & Venue	On 23 rd October 2025 at 1500 hrs. at Central Institute of Road Transport (CIRT) Pune Nashik Road, Bhosari Pune 411026 or through VC.
	Due Date of Online Submission of Bid Documents	Bids along with DD for RFP Fee shall be submitted on or before 10 th November 2025 by 1500 hrs.
	Physical Submission of Technical Bid Documents	On 13 th November 2025 by 1700 hrs. at Central Institute of Road Transport Pune Nashik Road, Bhosari, Pune 411026
	Technical Bid Opening Date, Time & Venue	On 14 th November 2025 at 1100 hrs. at Central Institute of Road Transport Pune Nashik Road, Bhosari, Pune 411026
	Commercial bid Opening Date, Time & Venue	Date & Time shall be intimated separately to the shortlisted bidders. Venue: Central Institute of Road Transport Pune Nashik Road, Bhosari, Pune 411026
	Bid Validity period	180 days from the date of Due Date of Submission
RFP Fee	RFP Fee	- Non-refundable INR 5,000/- (Rupees Five thousand only) plus GST towards processing fee and shall be paid in the form of Demand Draft in the name of "DIRECTOR, CIRT". - Micro & Small type of enterprises registered with MSME are exempted from RFP Fee.
EMD	Earnest Money Deposit	Micro & Small type of enterprises registered with MSME are exempted from EMD Fee.

CIRT

		• In the form of Demand Draft on or Banker's cheque by Nationalized or Scheduled Bank drawn in favour of "Director, CIRT, Pune" payable at Pune for the following amount: ○ Rs. 3,00,000/- (Rupees Three Lakhs Only)
PSD	Performance Security Deposit	In the form of Bank Guarantee as detailed in Annexure V will be 5% of the Work Order Cost
Special Condition for RFP Fee and EMD (Bid Security)		Bidder shall upload scanned copy of receipt for RFP Fee and EMD along with technical and commercial bids.
E-tender portal conditions		As mentioned on e-tendering portal

A. INTRODUCTION

1. PREAMBLE

The Central Institute of Road Transport (CIRT), Pune is a joint venture of the Ministry of Road Transport & Highways, Government of India and the Association of State Road Transport Undertakings (ASRTU). The Ministry of Science and Technology, Government of India also recognizes CIRT as a Scientific & Industrial Research Organization (SIRO). It is one of the Premier Testing and Certification Agencies, authorized by the Ministry of Road Transport & Highways, Government of India under Central Motor Vehicle Rules – 1989 (CMVR) and Motor Vehicle Act 1988. It plays a pivotal role in formulating regulations for the Indian Automotive Industry. CIRT has been appointed as the technical agency to assist the Transport Department (TD), Government of Odisha in Establishment of 5 Institute of Driver Training & Research (IDTR) & 1 Regional Driver Training Centre (RDTC) in Odisha State. CIRT, on behalf of TD, Odisha is inviting proposals from interested and experienced Architects & Structural Designers through the newspaper with the main objective of qualifying and shortlisting consultants as potential candidates, willing and capable of providing consultancy services for the Project.

2. INTRODUCTION

CIRT recognizes the importance of the expertise available in the private sector in the area of Architectural & Structural Design, Layout Planning, obtaining approvals of and detailing of other Associated services like Civil, Electrical, HVAC, Firefighting, BMS etc. for “Establishment of IDTR & RDTC” to be constructed by it in Odisha. Details of the locations of the project are enclosed at Appendix 1. Therefore, it has been decided to hire suitable consultants for this purpose. CIRT is inviting applications in two stage tendering process in the prescribed forms from capable Architectural and/or Structural Consultant firms for the above mentioned purposes.

B. INFORMATION REGARDING SUBMISSION OF PROPOSAL

1. INSTRUCTIONS TO APPLICANTS

1. The Applicants are expected to examine carefully all the contents of the Request for Proposal document including instructions, terms and conditions, specifications, and drawings and take them fully into account before submitting their proposal. Failure to comply with the requirements as detailed in these documents shall be at the Applicant's own risk. Applications which are not responsive to the requirements of the Tender Document shall be rejected.
2. While sincere efforts have been made to avoid errors in drafting the Tender document, the Applicants are advised to check the same carefully. No claim because of any errors detected in the Tender document shall be entertained.
3. The proposal submitted on behalf of a Firm, shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the firm to submit the proposal.
4. The successful applicants are bound to carry out all the appropriate activities or work necessary for the completion of the project, even though such activities are not exclusively included while defining the scope of the work, but necessary to

achieve the overall objective of the project. Such activities are deemed to be priced in the financial section of the proposal. No claim on this account shall be entertained.

2. SCOPE OF WORK

1. The scope of the work consists of Planning, Designing RCC and Structural Designing, getting sanction from the local authorities and execution of IDTR & RDTC centre consisting of Building and Driving Test Tracks, Foundations with Seismic designs (if required), Workshop with Inspection pit & washing pit and all other associated utilities like Civil, Electrical, Mechanical, HVAC, Firefighting, Exhaust system, waste management system, BMS etc, at IDTR & RDTC sites in Odisha comprising of class rooms, Office room, Staff room, Driving Laboratory cum mini workshop, Driving Simulator Room, Pantry room, Hostel block and Driving Range.
2. Preparation of Detailed Estimates and Site Support including Quality Supervision during construction phase of Buildings and Test Tracks and Installation of allied scope with preparing estimates, bill of quantities, tenders based on CPWD norms and evaluation of tenders, site visits. Please refer "C" for Terms of Reference detailing scope.
3. The Consultant will provide building layouts and infrastructural requirements. The Consultant will provide details and specifications of required utilities as per the requirement of Scheme guidelines and the Transport Department of Odisha.
4. The consultant will verify the building layout and utilities as per the specifications/code of the local government.
5. Each site will have Driving test tracks for Two Wheeler (TW), Light Motor Vehicle (LMV) and Heavy Motor Vehicle (HMV) categories. CIRT will provide recommended dimensions of the Driving Test Tracks. The consultant will provide building and track layouts and infrastructural requirements. The consultant will provide details and specifications of required utilities.
6. The consultant will provide layout for approach road, electricity, water, ADTS networking components and the specifications required.
7. The consultant will support CIRT to track the progress of the project and ensure timely completion of the project.
8. Consultant will provide Site Engineers for each site to ensure quality in the construction.
9. The consultant will verify and certify the bills submitted by the civil contractor and assist the CIRT team to release the payment.
10. The consultant will support CIRT to prepare timely reports to the Transport Department of Odisha on the project progress and completion. The consultant will also assist CIRT in attending the review meetings with the Transport Department of Odisha.

3. EARNEST MONEY DEPOSIT

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

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

4. SUBMISSION OF PROPOSALS

Applicants are requested to submit their technical and financial proposals in two parts separately online on the E-Tender portal as per RFP Schedule. Applicants are also requested to submit their technical proposal, RFP fee and EMD in three separately sealed envelopes superscripted as “CIRT/2025-26/ARCH-STR-PMC/ODISHA” and “Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC In Odisha” and each one appropriately identified as “TECHNICAL PROPOSAL” or “RFP FEE” or “EMD” as applicable. The three sealed envelopes are to be put in one larger envelope and sealed. This envelope is to be marked as “Proposal for Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC In Odisha” that shall be addressed to “The Director, Central Institute of Road Transport, Post Box 1897, Pune-Nashik Road, Bhosari, Pune – 411 026.” The bids of Applicants who physically submit their financial proposal along with the physical technical proposal shall be summarily rejected.

4.1 The Proposal

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

- I. A blank copy of TENDER document with each page signed and stamped by the authorized signatory
- II. Annexure II : Power of Attorney

- III. Form 'a' : Letter for submission of proposal documents
- IV. Form 'b' : Letter of undertaking
- V. Form 'c1' : RFP Fee
- VI. Form 'c2' : Earnest money deposit
- VII. Form 'd' : Applicant's organization, company profile and external associates
- VIII. Form 'd1' : Description of methodology, Work plan and time schedule
- IX. Form 'f' : Proforma for curriculum vitae
- X. Form 'g' : Proforma for customer feedback
- XI. Any other documents supporting as object evidence for above

The “Financial Proposal” as per form ‘e’ shall be duly filled in online on the E-Tender portal only. The bids of Applicants who physically submit their financial proposal along with the physical technical proposal shall be summarily rejected.

- 4.1.1 The Applicants shall quote for the entire works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender document including but not limited to matter in respect of interface management, detailed design, detailing coordination, value engineering, documentation, defects remediation and related works.
- 4.1.2 The prices shall be quoted in Indian rupees only. The amounts shall be quoted in figures, and words. In case of inconsistency, the amount quoted in words shall prevail. The price shall be all inclusive of taxes, duties, levies etc.
- 4.1.3 Applicants must provide information in the formats enclosed in this Tender document. If information is not submitted in the specified formats, the Proposal is liable for rejection.

4.2 Manner of Submission

- 4.2.1 The applicants should submit the Technical and Financial Proposal online on E-Tender Portal as per the timelines mentioned in the RFP Schedule.
- 4.2.2 The hand delivered Technical Proposal shall be put in the box placed at the Administration Division, Central Institute of Road Transport, Post Box 1897, Pune-Nashik Road, Bhosari, Pune as per the timelines mentioned in the RFP Schedule.
- 4.2.3 The Technical Proposal sent through post/courier shall reach CIRT on or before the timelines mentioned in the RFP Schedule. CIRT shall not be responsible for rejection of application because of late submission due to postal / courier service delays. The proposal sent by e-mail will not be accepted.
- 4.2.4 Technical bid opening will be as per the timelines mentioned in the RFP Schedule.
- 4.2.5 CIRT may at its discretion extend the deadline for submission of application, by issuing an addendum, sent to contact e-mail address, in which case all rights and obligation of CIRT and the Applicants previously subject to the original deadline will thereafter be subject to the extended deadline.
- 4.2.6 Any Technical Proposal received by CIRT after the deadline for submission will be rejected and returned unopened to the Applicant unless CIRT decides

otherwise under Clause 4.2.4 above.

- 4.2.7 CIRT reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant or submission and without expressing any cause or reason thereof, at any time and at its sole discretion independently verify, disqualify, reject and /or accept any and all Application or other information and /or accept any and all Application, including without limitation pursuant to and/or its connection with:
- a) Receipt of Application after the Submission deadline,
 - b) Failure to submit necessary supporting documentation/information following a specific request by or on behalf of CIRT.
- 4.2.8 Technical Proposals sent telegraphically or through other means of electronic transmission which cannot be delivered in sealed envelope shall be treated as defective, invalid and shall stand rejected.

5. AMENDMENT TO TENDER DOCUMENT

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

6. VALIDITY OF PROPOSALS

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

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

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

8. EVALUATION PROCESS

8.1 OPENING OF TECHNICAL BID/ ELIGIBILITY AND QUALIFICATION SUBMISSION

- 8.1.1 CIRT shall open online the Technical Bids/ Eligibility and Qualification Submission received to this RFP, at time and date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process.
- 8.1.2 The bids for which the commercial bid is not submitted online shall be considered non- responsive and shall not be opened.
- 8.1.3 Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.
- 8.1.4 The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as CIRT in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- 8.1.5 CIRT will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

8.2 EVALUATION OF TECHNICAL BID/ ELIGIBILITY AND QUALIFICATION SUBMISSION

The Bidders shall be required to upload scanned copies of documents as listed in this RFP document along with supporting documents. The Authority shall examine and evaluate the Bid/ Eligibility and Qualification Submission as per the evaluation steps specified below.

8.2.1 Test of Responsiveness for RFP Fee, Timely and proper Submission

- a) Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, CIRT shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - i) The Technical and Commercial bids are submitted online properly.
 - ii) Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - iii) The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - iv) It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as

- those specified in the RFP);
 - v) It does not contain any conditionality or qualification; and
 - vi) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- b) CIRT reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- c) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

8.2.2 Assessment of Eligibility Criteria

CIRT shall examine and evaluate the Bid/ Eligibility and Qualification Submission in accordance with the provisions set out in Annexure VII hereunder in this RFP as per the evaluation steps specified below.

- a) CIRT shall examine and evaluate the eligibility of each Bidder as per provisions of the Eligibility/Qualification criteria listed in Annexure VII of this RFP.
- b) The Bidder must meet Eligibility/Qualification Criteria specified in the RFP and have submitted copies of all documents in order to qualify for next stage of assessment.
- c) Assessment of Eligibility/Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria along with all relevant documents.

8.2.3 Assessment of Qualification Criteria

- a) CIRT shall examine and evaluate the qualification of each Bid upon determining its eligibility as per sub clause (b) above.
- b) The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for shortlisting of authorization.
- c) The Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids"/ "Eligible and Qualified Bidder").
- d) In case the Bidder is not able to submit the documents required to demonstrate capability as provided in the RFP and/or the Bidder is not able to satisfy CIRT with regards to clarifications/ information/ confirmations sought from the Vendor, CIRT, at it's sole discretion, can consider such Bids to be ineligible for next stage of selection process.
- e) CIRT will then evaluate the Bid Documents to assess Bidder's capability of delivering the scope of work defined in the RFP.

8.3 CLARIFICATION OF BIDS AND REQUEST FOR ADDITIONAL/ MISSING INFORMATION

During evaluation of Bids, CIRT may, at its discretion, ask the Bidder for clarification or to submit additional or missing information to his Bid within a specified/stipulated

timeline. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by CIRT before the expiration of the deadline prescribed in the written request, CIRT reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

8.4 OPENING OF COMMERCIAL BIDS

8.4.1 After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, CIRT shall open the Commercial bids of only those Bidders whose Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents as per the requirement of RFP. The decision of CIRT in this regard will be final. Commercial bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/or not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.

8.4.2 Commercial bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Commercial bid opening on such date and time which shall be communicated to Bidders whose Technical Bids are accepted. The Bidder's representatives who are present at such opening of Commercial bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.

8.5 EVALUATION OF COMMERCIAL BID

8.5.1 Once the Bidders are evaluated and shortlisted after meeting the technical capability, financial proposal would be opened of each shortlisted party. All the technically qualified bidders shall be shortlisted and eligible to participate in the Financial proposal opening and evaluation. Financial proposals of only those Bidders meeting the technical requirement shall be opened online.

8.5.2 The maximum amount that can be paid to the Consultant is finalized through the bidding process, i.e., financial proposal evaluation and negotiation as per terms and conditions of RFP.

8.5.3 Bidders are required to quote the location wise fee for scope A1 as well as A2 as per indicative the Financial Proposal format specified in Form 'e' for the contract to be paid by CIRT towards Scope of Works defined in the Annexure I of the RFP. All prices shall be in Indian Rupees.

8.5.4 Grouping fees for multiple locations will not be accepted. CIRT reserves the right to summarily reject the financial proposal of bidders who have not provided location wise quote. The decision of CIRT on this matter shall be final.

8.5.5 The financial proposal submitted online would be opened by the e-tendering wizard in the presence of the Bidders. The proposals would then ranked in the ascending order based on the sub-total as per Form 'e' of RFP and graded from L1, L2, L3 to Ln.

- 8.5.6 The bidder quoting the lowest amount as per Form 'e' shall be identified as L1 Bidder. The bidder quoting the next lowest amount shall be identified as L2 Bidder. And so on.
- 8.5.7 The Bidder offering the minimum Amount would be identified through bidding and negotiations and selected for Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC in Odisha as per the RFP terms and conditions.
- 8.5.8 CIRT shall appoint a consultant(s) for providing Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC In Odisha as per Appendix A pursuant to this bidding process. The Successful Bidder (L1 Bidder) identified through the financial proposal evaluation process outlined above shall be considered as the First Preferred Bidder for award of work for the respective locations being contracted pursuant to this bidding process.
- 8.5.9 If the L1 fails to provide the payments and bank guarantee as per clause of RFP within the stipulated time, the second party (L2) offering minimum Amount would be requested to match with the L1. If L2 refuses to accept, then L3 would be given a chance to match the amount with L1 and so on. If none of the bidders match their offer with L1, then L2 would be identified as the selected Consultant for providing Architectural & Structural Consulting & Project Management Services as per the RFP terms and conditions.

8.6 AWARD OF WORK

- 8.6.1 The lowest amount in the financial proposal opening and during the financial bid evaluation as per the standard tender procedures is the sole criteria after the determination/declaration of Eligibility and Qualification for determination of Preferred Bidder ("Preferred Bidder"). CIRT may hold further negotiation with the preferred Bidder before the assignment of Letter of Award. CIRT reserves the right to accept or reject the lowest bid quoted by the Bidders during the negotiation. In the event of failure of negotiations by CIRT with the L1 Bidder, CIRT reserves the right to cancel the tender. CIRT shall verify the quote offered by the Lowest Bidder in the sealed online bid.
- a) In case of the Bid of the Lowest Bidder is found seriously unbalanced by CIRT in relation to the internal estimate or Good Industry Practice, CIRT shall be entitled to solicit, at it's sole discretion, detailed price analysis for any or all items specified in Commercial bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices. If required, bid amounts may be required to be reappropriated.
 - b) "Internal Estimate" shall mean expected amount prepared by CIRT through its internal estimates.
 - c) "Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced consultant for such Operations anywhere in India.
 - d) In the case of the Financial bid of the Lowest Bidder in the sealed online

bid, which is unrealistically lower or unrealistically higher than internal estimate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

8.6.2 Any Change in controlling stake shall be deemed as a change in ownership structure. Any changes in the ownership structure of the Vendor shall not be allowed during the selection process and during the contract tenure.

8.6.3 CIRT retains the right to negotiate with the bidder whose bid has been adjudged to be the most preferred bid according to the bidding provisions. CIRT, however, does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part.

8.6.4 CIRT, after negotiation and verification of original documents, shall declare the Preferred Bidder as Successful Bidder if its bid is most favorable as per the clause 8.5.2 and shall enter into a Contract Agreement with the Successful Bidder.

8.6.5 The Successful Bidder is required to deploy adequately trained and qualified manpower for this project.

9. NOTIFICATION OF AWARD

9.1 Prior to the expiry of the period of Proposal validity prescribed, CIRT will issue to the successful Applicant, the "Letter of Acceptance (LOA)" in duplicate and the amount to be paid by CIRT for the defined scope of work. The successful applicants shall return one copy of the letter of acceptance to the CIRT duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him.

9.2 The letter of Acceptance shall constitute a part of the contract.

9.3 Upon "Letter of Acceptance" being signed and returned by the successful Applicants, CIRT will promptly notify the unsuccessful applicants and discharge / return their Earnest Money Deposit.

9.4 No correspondence with respect to this Tender will be entertained by CIRT from the unsuccessful Applicants.

9.5 The Preferred Proposer shall, within 7 (seven) days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Proposer is not received by the stipulated date, CIRT may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Proposer as Damages on account of its failure to acknowledge the LOA, and the next eligible Proposer may be considered. The LOA shall stipulate the security deposit cum performance security which the Service Provider shall pay/furnish to CIRT.

10. SIGNING OF CONTRACT

10.1 The successful applicants shall enter into and duly sign the Contract for performance, execution, and implementation of the Works within fifteen days from the date of issue of letter of acceptance. Nevertheless, the written acceptance by CIRT of a Proposal will constitute a binding contract between CIRT and the person

so tendering whether such formal agreement is not subsequently executed.

- 10.2 CIRT shall prepare the Contract which shall indicatively be in the format included in “Annexure IV – Format for Contract Agreement” duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Applicant within two weeks of the date of receipt of the “Letter of Acceptance” duly acknowledged and signed by the successful Applicant. The Contract shall be governed by the conditioned spelt out in “Annexure III – General Conditions of Contract “, and this Tender Document.
- 10.3 The Successful Applicant shall return both copies of contract duly signed by the authorized signatory within one week of receipt of the copies of the Contract from CIRT. CIRT shall have both copies of Contract duly signed by the authorized signatory. The successful Applicant shall get the correct amount of stamp duty adjudicated by the Registrar of Stamps, Pune and have the Contract duly stamped and executed. One copy of the contract duly signed by CIRT and the successful Applicant through their authorized signatories will be sent by CIRT to the successful applicant.

11. PROCESS TO BE CONFIDENTIAL

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

12. BANK GUARANTEE FOR CONTRACT EXECUTION

- 12.1 Within seven days of the date of acceptance, the Successful Applicant shall execute a Bank Guarantee as per the format given in “Annexure V” from a Nationalized or Scheduled Bank, for an amount as mentioned in the RFP Schedule, which shall be kept valid for the entire period of warranty.
- 12.2 The Bank Guarantee of the Successful applicant will be invoked and forfeited if the successful applicant fails to comply with the conditions of contract.

13. TERMS OF PAYMENT

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

14. GENERAL

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

- /or accept any and all Proposals or other information and /or evidence submitted by or on behalf of any Applicant, including without limitation pursuant to and /or in connection within receipt of a Proposal after the submission deadline and /or determination that an Applicant will be unable to fulfill the requirements of the Tender document.
- 14.3 The decisions and/or the exercise of discretion by CIRT shall not be challenged by any Applicant and are final.
- 14.4 Any failure by CIRT to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by CIRT.
- 14.5 The Applicants and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Applicant or any other entity in relation to the preparation or lodgement of Proposals or otherwise in any aspect of the Works.
- 14.6 All pages of the Proposal document including Annexures, enclosures, as well as attachments should be stamped and signed by authorized signatory. All pages of the Technical Proposals should be scanned clearly with stamp and sign of the Authorized Signatory and uploaded on the E-Tender Portal.
- 14.7 All columns of the Form should be duly, properly and exhaustively filled-in additional page/s can be used as Annexures duly referred in column, in case of space inadequate.
- 14.8 The authorized signatory must sign all cuttings and corrections. A Certificate of authorization or power of attorney, in original along with a photocopy thereof, by the applicant firm, company or other corporate body, as the case may be, must be enclosed as Annexure I with the Application Form.
- 14.9 No Application form shall be considered unless all the required documents are furnished and properly attested whenever required.
- 14.10 Only those Application forms shall be opened, which have been received by the due date and time as mentioned in the RFP Schedule.
- 14.11 If any information furnished by the Applicant is subsequently found to be incorrect, misleading or deceptive or if there is a breach of any of the terms and conditions at any time on the part of an empaneled party or any other reason considered by competent authority, the empanelment may be terminated summarily by the CIRT, without assigning any reason.
- 14.12 Arbitration clause: In case of dispute between both the parties, same will be referred to the sole arbitrator for the arbitration proceedings as per Arbitration and Conciliation Act 1996 as amended by Arbitration Conciliation (Amendments) Act 2015. The arbitrator will be appointed at the discretion of CIRT. The venue of the arbitration proceeding will be at Pune. The cost of the arbitration proceeding will be borne by each of the party as to 50 percent. The language of the arbitration proceeding will be English.
- 14.13 Jurisdiction: All disputes will be settled within the jurisdiction of Pune.
- 14.14 The Director, Central Institute of Road Transport, Pune 411 026 reserves the right to cancel all or any Proposal, without assigning any reason whatsoever.
- 14.15 Separate sheet(s), with appropriate cross reference (s) to main application may be

enclosed, wherever required.

15. LIST OF ANNEXURES

The Annexures to this document are as listed below:

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

16. LIST OF FORMS

The forms to this document are listed below:

- Form 'a' : Letter for Submission of Proposal Documents
- Form 'b' : Letter of Undertaking
- Form 'c1' : RFP Fee
- Form 'c2' : Earnest Money Deposit
- Form 'd' : Applicant's Organization, Company Profile & External Associates
- Form 'd1' : Description of Methodology, Work Plan & Time Schedule
- Form 'e' : Form of Financial Proposal
- Form 'f' : Proforma for Curriculum Vitae
- Form 'g' : Proforma for Customer Feedback

17. LIST OF APPENDICES

The Appendices to this document are as listed below:

- Appendix A : List of Project Locations
- Appendix B : Location wise details of the Civil Infrastructure
- Appendix C : E -Portal Salient Features

SITE DESCRIPTION & SCOPE OF WORK

The execution site for the project of Institute of Driving Training & Research and Regional Driving Training Centre in Odisha for which, complete execution will be under CIRT on behalf of Transport Department, Government of Odisha. The project consists of the following facilities:

- One Administrative cum Training Building with all amenities including Reception, Staffroom, Conference room, Training halls, Library, Teaching & Training room, Storeroom, Driving laboratory, Driving simulator room for LMV & HMT Simulators, toilets and washrooms (As per the Scheme guidelines of MoRTH) or any additional requirement of Transport Department, Odisha.
- One driving range along with the utility room, workshop with inspection and washing pit.
- One hostel building with all amenities including dormitories, guest rooms, dining room, kitchen, canteen, toilets and washrooms
- A transformer yard, security cabins, internal roads, parking, gen set and panel rooms, water storage tank, sewage treatment plant and all utilities and infrastructural works, etc. typically required for such training center.
- Horticulture area, Electricity Connections, Water Connections, Drainage etc.

The scope at all the locations will be as follows.

A1 The scope of work consists of:

1. Consolidation of requirements of project with CIRT and TD, Odisha.
2. Preparation of alternative layout. Finalizing the layouts after including all necessary requirements.
3. Preparation of submission drawings and making all necessary documents including site development.
4. Initial layout plans are prepared, based on the actual site condition, the Architect will finalize the working drawing based on the layout plan. If any alternative layout is required, the architect will provide the plan including all necessary requirements.
5. Assisting the TD, Odisha in getting necessary sanctions from local authorities for construction, Electrical authorities etc. for sites.
6. Getting necessary sanctions from local authorities for plinth checking and final completion certificate.
7. Obtaining Pollution control boards approvals (Consent's to establish & operate) for sites, if warranted.
8. Obtaining Fire NOC for sites.
9. Liaisoning works like plan sanctioning and up to completion certificate (getting approved) by local authorities for sites.
10. Planning architectural designs and drawings, preparing drawings and working drawings. Design of IDTR & RDTC building and Driving Test Tracks considering office space requirement with all amenities with complete data voice and electrical wirings.
11. Submit AutoCAD Drawings to CIRT.

12. Making subsoil surveys, analyzing the soil strata and obtaining data for designing. Making structural designs of associated foundations and structures.
13. Preparing models of all Project sites.
14. Design of general utilities and working drawings like Supply network, drainage and storm water, drainage system, landscaping, roads, culverts and retaining walls, HT & LT Electrical system, Air conditioning and ventilation systems including general lighting, power co-generation, DG set, smoke and fire detection, UPS, office furniture and interior for office and control room, etc.
15. Preparation of Technical Specifications and Quality requirements as per state PWD / CPWD for all Civil and Utilities.
16. Submission of Estimated BoQ with vetting of PWD for finalization of DPR.
17. Finalization of Tender Bill of Quantities (BOQ) and estimates with rate analysis for all civil, infrastructural work like electrical, DG, water HVAC, ETP/STP, roads etc.
18. Preparation of Tender documents with tender drawings.
19. Participation in pre bid meeting.
20. Support for Technical tender evaluation
21. Final structural designs and detailed working drawings
22. Final designs and layout of utilities and their working drawings
23. Quality control during execution phase and visit to site at all important stages of work such as strata, layout, reinforcement checking, utilities installations, and as and when required.
24. Supply a 3D model for the finalized project layout.
25. Designing building security system, access control, LAN and telephone etc. and working drawing.
26. Technical support during Audit, as and when required
27. Any other excluding day-to-day supervision, bill checking and Architectural services.
28. Bill checking and certification for payments to vendors.
29. Assist the client to face any kind of govt. audits.
30. Architect will verify building layout and utilities as per the specifications provided by the local govt.
31. Architect will provide layout for approach road, electricity and the specifications required.
32. Furnish as built drawings at the end. The architect will monitor the project and prepare the progress report.
33. Rescope of the project with no additional cost on drawings, BoQ etc.

A2 The scope of work consists of:

The scope consists of supervision on a day-to-day basis through appointment of site engineer for project management.

Details of Centre:

The IDTR & RDTC will be set up to develop the right attitude towards driving responsibilities, and to develop good driving habits. The vehicle driver is mainly responsible for safe or unsafe travel. The road accident analysis reveals the fault of drivers as the major cause of accidents. There is a dearth of well-trained Driving Instructors to impart systematic and scientific driver

training. An individual cannot acquire the driving skills merely by listening or reading. A properly trained generation of new drivers would bring down the accidents to a lower rate in future. Driving skills can only be learnt through practice. The IDTRs & RDTC are being set up nationwide to train drivers and equip them to get driving licenses as per CMVR. To establish a full-fledged driving center, the following infrastructure facilities are required:

Sl. No.	Item	IDTR	RDTC
1	Classrooms With Teaching Aids and Multimedia	√ (5)	√ (2)
2	Staff Rooms	√ (3)	(1)
3	Driving Lab with Cut Section Models	√	√
4	Workshop Shed	√	√
5	Driving Range	√ (Eleven Tracks)	√ (Seven Tracks)
6	Sensor/RFID/Video Based IDTS	√	√
7	Health Testing Equipment	√	√
8	Teaching & Training Equipment	√	√
9	Workshop Equipment	√	√
10	Office Equipment	√	√
11	Library	√	Reading Room
12	Canteen	√	Pantry Room
13	Simulators	√	√
14	Hostel	√	

A) Buildings

a) Administration Block

- i) **Classrooms:** For handling theory classes, classrooms of sizes each 8 m x 8 m are required.
- ii) **Office and Staff Rooms:** Size each 8 m x 8 m are required for the use of office and staff. To check the physical abilities of the drivers including vision test, it is proposed to have a room of size 3 m x 4 m. A storeroom of size 3 m x 3 m is also required.
- iii) **Driving Laboratory:** One hall of size 25 m x 8 m is required to display various systems and cut section models of vehicle and to display models about various driving procedures.
- iv) **Conference Hall:** One hall of 10m x 8m is required for conducting training/conferences.
- v) **Driving Simulator Room:** One room of size 16m x 8m is required to initiate driving in a safe and comfortable environment, to impart Driver Training in a scientific manner and to evaluate trainees' driving performance at the end of the training course without bias and to test the skills of drivers based on one's reactions under various traffic and roadway conditions, a computer centre with driver training simulators must be provided in the Training Institute.

- vi) **Library:** One Library of size 5 m x 7 m may also be established for the benefit of the trainees covering books on traffic rules and regulations, driving procedures, vehicle maintenance and repairs.

b) Workshop

One shed of minimum size 48m x 14m with light precoated steel sheet roofing is required to carry out day to day repair work, maintenance and parking of the training vehicles. The workshop should have provision for a storeroom of size 4 m x 3 m, utility room of size 7m x 5m, parking bays of size 3 m x 14 m, washing ramp and one inspection pit. The minimum height of the workshop should be 6 m.

c) Hostel Block (Only for IDTR)

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

All buildings need to be provided with proper Toilet provisions

B) Driving Range

A Driving Range is proposed to be constructed incorporating different types of manoeuvres to test basic driving procedures and practice driving skills in various situations. The driving range is to be provided for testing Two Wheeler/LMV/HMV category of vehicles. The details of roads proposed to be provided with various manoeuvres in the driving range and its purpose is as explained below:

Sl. No.	Item	IDTR	RDTC
1	Two Lane Straight Road	√	√
2	Parking	√	√
3	Hump Road	√	√
4	3 Point Turn	√	√
5	5 Point Turn	√	√
6	8-Shaped Bend	√	√
7	Reversing box	√	√
8	S-Shaped Bend	√	
9	V Bend	√	
10	4 Lane and	√	

Sl. No.	Item	IDTR	RDTC
11	6 Lane Road	√	
12	Speed Track	√	
13	Hill Track	√	

All the copyright finalized driving test track design will be vested by CIRT only.

i) Two Lane Straight

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

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

Shoulder – 1.5 m

ii) Parking

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

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

iii) Hump Road

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

Length – 50 m

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

Shoulder – 1.5 m

iv) Dip Road

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

Length – 50 m

1:30 m on both sides

Shoulder – 1.5 m

v) Gradient Road

This road allows testing of the LMV/HMV driver in parking, stopping and starting operations on a sloped road i.e. to practice clutch balance point and biting point and also cautious driving due to reduced sight distance with a gradient of 1 in 40. A gradient track to practice uphill and downhill driving. On hilly roads the vehicles going uphill have the priority right of way and the vehicles going downhill should be given way so that they do not have to stop. The understanding of this principle must be taken care at the time of

giving tests in the Hill Track.

Details	LMV	HMV
Length	30m	62m
Width	4.65m	4.65m
Shoulder	1.5m	1.5m
Slope	8°	8°

vi) 3 & 5 Point Turn

This is to test the LMV/HMV drivers on difficult turning on restricted roads. The layout of the track is shown below:

Details	LMV	HMV
Length	14m	40m
Width	7m	15.6m
Shoulder	1.5m	1.5m

vii) H-Shaped Bend

To familiarize the trainees with reverse parking procedure. The layout of the track and dimensions are given below:

Details	LMV	HMV
Length	21m	39m
Width	17m	26.5
Shoulder	1.5m	1.5m

viii) 8-Shaped Bend

To test the HMV/LMV drivers on left and right steering, sharp turning and negotiating round about. The end-to-end length and the inner diameter measurement of the track is given below:

Details	LMV	HMV
Total Length	35.95m	67.95m
Total Width	19.3m	35.30m
Shoulder	1.5m	1.5m
Radius of inner circle	5m	12m
Radius of outer circle	9.65m	17.65m
Intercircle distance	6.65m	6.65m

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

x) Speed Track (optional)

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

Width of pavement as per IRC for 2 lane road without raised kerbs -7.5 m

Shoulder – 1.5 m

xi) Hill Track

A hill track to practice uphill and downhill driving. On hilly roads the vehicles going uphill

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

Width of carriageway – 3.75 m

Shoulder – 1.5 m

xii) 10 Degree Gradient Road

xiii) 7 Degree Gradient Road

xiv) Hair pin bend

xv) Two-Wheeler Serpentine Track

To test the two-wheeler drivers on left and right steering, sharp turning and negotiating round about. The measurements of the track are given below:

Details	TW
Total Length	25.6m
Total Width	7.2m
Shoulder	0.6m
Radius of inner circle	1.8m
Radius of outer circle	3.6m
Intercircle distance	2.4m

C) ADTS Requirements

- Control Rooms, as mentioned above of sufficient height from the ground (not on First floor) so that all tracks can be viewed by the computer operator. The control room should have convenient entry & exit.
- Necessary networking and cross drainage channels need to be provided.
- The track should be clear from Electric High-tension Wire as they interfere in the working of electronic equipment's.

D) Other terms and conditions

- All designs should be futuristic with provisions for the following:
 - Water supply
 - Solar power streetlights
 - Storm water drainage
 - Power supply for general areas
 - UPS for ADTS Components
 - Security, upkeep, anti-mosquito /pesticide, and anti-rodents measures.
 - Landscape Design for the entire area

E) Traffic Park (IDTR Bhubaneshwar Site)

- Design a Traffic Park aimed at educating children and the public about road safety, traffic rules, and responsible road behavior.
- Floor / layout components typically include miniature road networks with various intersection types, crossroads, signals, pedestrian crossings.
- Interactive road safety games
- Street Furniture & Fixtures, CCTV Camera for surveillance, Railway Passing, etc.

A Certificate of Authorization of Power of Attorney

(Format as per legal requirements as specified by your company lawyer)

GENERAL CONDITIONS OF CONTRACT**1. DEFINITION AND INTERPRETATION****1.1 Definitions**

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

"ADTS" means Automated Driving Testing System, a computerised system which tests the driving skill of candidates seeking permanent driving license through TD, Odisha

"Acceptance Tests" means the tests described as such the Testing Plans.

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

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

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

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

"Assurance Guarantee" means the guarantee to be procured in accordance with Clause 1.8.1 of this RFP.

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

"CIRT" means the Central Institute of Road Transport, Pune.

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

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

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

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

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

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

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

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

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

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

“Consultant’s Document” means in addition to the documents mentioned in clause 1.5.1, those documents to be prepared by the Consultant under the contract and such limitation, such technical documents specified in Technical conditions of contract and such data, drawings, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, programs, erection and test data and all other information and documents including all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.

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

Consultant's Equipment excludes "Equipment".

"Consultant's Insurance" means the insurance policies to be purchased and maintained in full by the Consultant.

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

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

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

"Delay Event" means any event set out at Clause 14.3.

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

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

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

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

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

"Intellectual Property" means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layout, confidential information, proprietary information and all other rights resulting from

intellectual activity in the Industrial, scientific, literary or artistic fields.

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

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

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

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

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

“Project” means the IDTR & RDTC projects of Central Institute of Road Transport.

“Project Facility” shall mean facility being one or more of the following facilities as specified in the TENDER, being developed in accordance with the project and includes all its buildings, equipment, facilities. Software and systems and includes without limitation, where the circumstances require, any expansion thereof from time to time and may include any new location to be separately mentioned in the TENDER.

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

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

“TD” means the Transport Department

“TENDER” means Request for Proposal.

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

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

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

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

“Tax” means all forms of taxation, duties, fees, imports and levies including (but without limitation) income tax including GST, withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profit tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Consultant, its Sub Consultants and any of their employees or CIRT (as the case may be and as set out hereunder), and the words “Taxation” and “Taxes” shall be construed accordingly.

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

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

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

1.2 Interpretation

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

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

1.2.2 Definition within Clauses have the meaning ascribed thereto:

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

1.3 Communications

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

communication shall be valid and effectual only if:

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

1.4 Confidentiality

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

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

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

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

1.5 Consultant's Document

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

- (i) Tender Document including letter forwarding the tender documents, instructions to Applicants, these Conditions.
- (ii) Consultant's Proposal and the document attached thereto include the letters of clarifications thereto between the Consultant and CIRT prior to the award of the Contract except the extent of repugnancy.
- (iii) All the materials, literature, data and information of any sort given by

the Consultant along with its Proposal, subject to the approval of CIRT.

- (iv) Letter of award and any agreed variation of the conditions of the document and special terms and conditions of the Contract, if any, and
- (v) Such additional documents within such times and in such numbers and format as CIRT Representative may reasonably require.

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

1.6 Conflict of Documents

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

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

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

1.7 CIRT Representative's Instructions

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

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

1.8 Assurance

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

2. THE CIRT REPRESENTATIVE

2.1 The CIRT Representative's duties and authorities.

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

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

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

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

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

2.2 Duration of powers and authorities

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

2.3 CIRT Protection

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

3. COMMENCEMENT**3.1 Condition Precedent**

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

4. THE PROJECT SITE**4.1 Access to and possession of the Project site****4.1.1** Save insofar as the Contract may prescribe.

- (i) The extent of portions of the project site of which the Consultant is to be given access from time to time; and
- (ii) Order in which portions shall be made available to the Consultant CIRT will, simultaneously from the Commencement date, give to the Consultant uninterrupted access to and possession of only so much of the Project site as may be reasonably required by the Consultant to commence and proceed with the execution of the works. The Consultant represents that it shall not part with or create any Encumbrance on the whole or any part of the Project site for any purpose other than for the purpose of the Execution of the Works and shall bear all costs and charges for any access required by it additional to those provided by CIRT.

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

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

Provided always that such persons shall comply with all relevant safety procedures.

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

4.2 Unauthorized Persons

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

5. CONDITION OF THE PROJECT SITE**5.1 Information from CIRT**

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

5.2 Consultant to Inspect

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

6. THE CONSULTANT**6.1 The Consultant's General Responsibilities**

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

6.1.2 The Consultant shall at its own expense:

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

6.2 The Consultant's Representations And Warranties

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

Design (to the extent required by the contract)

- 6.2.1 it has satisfied as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Contract.
- 6.2.2 it shall exercise in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the expertise necessary for similar projects of the size scope complexity and technical sophistication of the Works keeping in mind good industry practices;
- 6.2.3 the Works have been and will continue to be designed and specified utilising state of the art systems procedures and technology in compliance with the contract.
- 6.2.4 the Consultant further warrants that upon the Date of completion of the Works, the Works will be in a condition which will enable CIRT to meet those Performance standards which relate to the Works;
- 6.2.5 that it recognizes that the process of optimizing, developing and finalizing the design of the Works will require the closest consultation, cooperation and coordination between itself, CIRT, the CIRT representative, equipment suppliers any relevant authority and the related works Consultants and that it has taken account of the same in the contract sum.
- 6.2.6 That it is fully responsible for the integration of and for the full and complete coordination of the works with the related works and that;
 - (i) The contract sum is inclusive of the cost of the Consultant's compliance under this clause 6.2 and Clause 10; and
 - (ii) The Consultant has programmed and will continue to programme the execution of the works in such a way so as to ensure its compliance with its obligations in respect of related works as set out in Clause 10.
- 6.2.7 The works will be executed and defects remedied in accordance with good industry practices, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all applicable laws and be in accordance with technical conditions of contract and other requirements of the contract.
- 6.2.8 The personnel to be employed by the Consultant shall be properly skilled, competent and experienced having regard to the nature and extent of the works.

6.3 Indemnity

- 6.3.1 The Consultant shall at all times save harmless and indemnify CIRT from

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

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

7. SUBCONSULTANTS

7.1 Subcontracting

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

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

7.2 Sub Consultant's warranty and Assignment of sub-Consultant's obligations

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

7.3 Responsibility

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

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

7.4 Subcontract Terms

The Consultant shall procure that

7.4.1 Every sub Consultant has knowledge of the relevant terms of the contract and provisions in the contract relating to confidentiality and each subcontract entered into by the Consultant shall be let on such terms and conditions as

are reasonably necessary for the Consultant to ensure compliance with its obligations under the contract.

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

8. SUFFICIENCY OF THE CONTRACT SUM

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

9. ENVIRONMENTAL COMPLIANCE

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

10. RELATED WORKS

10.1 Acknowledgement

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

10.2 Failure to Coordinate

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

10.2.1 suspending the progress of the execution of the works or any part thereof and /or

10.2.2 changing the works including the omission of work from the contract and its execution by others.

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

10.3 Consultant's Indemnities

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

11. CIRT NOT LIABLE FOR DAMAGE

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

12. LABOUR AND CONSULTANT'S PERSONNEL**12.1 Labour Compliances**

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

12.2 Consultant to Indemnify

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

12.3 Engagement of Labour

The contractor shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

12.4 Consultant's Personnel**12.4.1 General**

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

12.4.2 The Consultant's Project Organization Chart

- a) The Consultant's Project Organization Chart to be submitted by the

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

- b) The Consultant shall promptly notify the CIRT of any proposed revision of alteration of the Consultant's Project organization Chart.

12.4.3 Key Personnel

- a) The CIRT shall be entitled to interview any or all of the persons designated and proposed as Key Personnel before deciding whether or not to consent to their appointment. If CIRT interview any of the Key Personnel, CIRT shall be deemed to consent to such Key Personnel if it makes no objection within [3(three)] days of the interview of the last proposed person to be interviewed. If CIRT objects to any of the proposed Key Personnel within such 3 (three) day period, then the Consultant must nominate a replacement or replacements as applicable within [7(seven)] days and this Clause applies to such nomination.
- b) The Key Personnel are to be engaged throughout the period of the Contract and shall include suitably qualified and experienced personnel for one or more of the positions as set out in the TENDER.

12.4.4 Technical Assistants

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

12.4.5 Removal of Consultant's Employees

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

13. TIME FOR COMPLETION

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

14. EXTENSION OF TIME FOR COMPLETION

14.1 Consultant's notice of event likely to cause delay

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

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

14.1.2 Should it have been unable to foresee such a incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident, circumstance and /or event which has affected or is likely to affect the progress of the works such that Completion of the Works will be or is likely to be delayed.

14.2 Reasons for delay and extension of time

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

14.3 Delay Events

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

14.3.1 a change instructed other than where such change is instructed as a consequence of any default or breach of the Contract by the Consultant: or

14.3.2 any act, omission, default or breach by CIRT or

14.3.3 A Force Majeure Event

14.4 CIRT to determine extension

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

14.5 Compliance

14.5.1

- (i) the Consultant shall constantly use its reasonable endeavors to prevent and /or minimize delay in the progress of the works , howsoever caused, and to prevent completion of the works being delayed or further delayed

beyond the Time for Completion and the Consultant shall not be entitled to an extension of time in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavors could be avoided or reduced to the extent that such could have been reduced). The onus of proving that the Consultant has exercised all reasonable endeavors, and that despite such endeavors, the delay could not be avoided or reduced, shall in all cases rest with the Consultant.

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

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

15. COMPLETION OF WORKS

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

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

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

16. ASSURANCE PERIOD

16.1.1 The CIRT shall have the right, but not the obligation, to instruct the Consultant in writing to execute all such work of defect analysis, root cause identification, and necessary corrective action for the related work in case of unsatisfactory performance of the system if it is felt that there is a plausible cause related to the work and any part thereof, as the case may be, carried out by the Consultant, at any time during the Assurance period.

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

16.1.3 At all times during the Assurance period CIRT shall be fully entitled to execute all work of defect analysis, root cause identification, and necessary corrective

action or other faults in the Works and any part thereof, as the case may be, by its own workmen or by other Consultants and if the necessity thereof shall in the opinion of the CIRT be due to, not making use of appropriate resources, knowledge base, expertise needed for the achieving final goal of the facility or negligence or failure on the part of the Consultant, CIRT shall be entitled to recover from the Consultant the cost thereof or may deduct the same from any monies due or that become due to the Consultant.

16.2 Continuing Obligations

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

17. CHANGES

17.1 General

- 17.1.1 The Consultant shall not carry out any change except as directed by CIRT representative. The CIRT representative shall have the power to, from time to time, for the execution of the works, to instruct the Consultant, by notice in writing, to carry out changes without prejudice to the contract.
- 17.1.2 The Consultant acknowledges and accepts that no change shall in any way vitiate or invalidate the contract.
- 17.1.3 Subject to the terms of this Clause 17, the Consultant will be required to perform any change howsoever initiated and be bound by the same conditions as far as applicable, as though said changes occurred in the contract.

17.2 Procedure for Changes

- 17.2.1 CIRT representative has the right to initiate a Change at any time by either
 - i) instructing in writing a Change Order in which case the Consultant shall comply with clause 17.2 or
 - ii) issuing a written notice proposing a change (a: "Change Notice").
- 17.2.2 Within {14 (fourteen)} days of receipt of change notice, the Consultant shall provide to CIRT representative a written statement setting out detailed particulars of any effect the proposed change would have on the Works and related works and/or any other provisions of this Contract if the proposed change is effected (a "Change Notice Response")
- 17.2.3 Following receipt of a Change Order, the Consultant must immediately implement the Change subject to the following terms:
 - (i) the contract sum will, be amended in accordance with the principles to be mutually agreed between CIRT and the Consultant;
 - (ii) any extension of time will be determined and CIRT representative is entitled to take account of the Consultant's estimate (if any) when determining such extension of time;
 - (iii) these conditions (as amended from time to time) will apply to the

change as though it is formed part of the works.

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

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

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

17.2.5 If:

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

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

17.3 Consultant's Changes

17.3.1 the Consultant may, from time to time during its performance of the contract, propose to CIRT representative any change which the Consultant considers:

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

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

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

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

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

17.3.4 If in the opinion of the Consultant, any Change proposed by CIRT representative prevents or is likely to prevent the Consultant from fulfilling his obligations under the Contract, the Consultant shall notify the CIRT representative thereof in writing and the CIRT representative shall decide forthwith whether or not the same shall be carried out by the Consultant.

In case the CIRT representative confirms that the Change shall be carried out, the Consultant's obligations under the contract shall be modified to and may be mutually agreed to between the parties.

17.4 Omissions

- 17.4.1 The Consultant acknowledges that a change may involve the omission of any part or parts of the Works upto 10% (ten percent) of the total contract price and the Consultant acknowledges and agrees that CIRT may engage others to carry out that parts so omitted.
- 17.4.2 On the omitted Works, the Consultant shall be entitled to payment, 10% (ten percent) of the value of omission, which shall include Consultant's profits and overheads.

18. INTELLECTUAL PROPERTY

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

18.2 Infringing Matter

- 18.2.1 The Consultant warrants and represents that:
 - (i) it has all rights and licenses necessary to grant, assign and transfer to CIRT licenses and assignments in accordance with this Clause 19.1.2 and
 - (ii) there is and will be no infringement of any Intellectual property, in respect of the rights licenses and transferred to CIRT pursuant to clause 19.1.2 or assigned otherwise used in connection with the Works.
- 18.2.2 The Consultant shall indemnify and hold harmless CIRT against all issues, claims, damages, liabilities, costs and expenses (including legal costs) incurred by it in respect of any breach of the warranty in Cause 19.2.1.
- 18.2.3 If either CIRT or the Consultant is prevented from operating or using the Works or any Intellectual Property or any part thereof ("infringing matter") the Consultant must at its own expense, in addition to its other obligation under the Contract, take all steps necessary to procure for CIRT the right to operate or use the infringing matter for its intended purpose.

18.3 Patent Rights and Royalties

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

19. PAYMENT**19.1 Payment Schedule**

The payment Schedule shall be as per The Terms of Reference

19.2 Terms of Payment

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

19.3 Currency of Payment

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

19.4 CIRT right to set off

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

20. TAXES AND DUTIES**20.1 Consultant to Pay Taxes**

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

- 20.1.1 all Taxes imposed and assessments made in relation to the Consultant's Equipment;
- 20.1.2 all contribution payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the

- Consultant or its Subconsultants in respect of the Works, including Taxes or contributions for workers compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;
- 20.1.3 the Consultant indemnifies and keeps indemnified CIRT against all liability for payment of all the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment.

20.2 Withholding Tax/ Income Tax deducted at Source

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

20.3 General

- 20.3.1 The Consultant must provide sufficient information regarding the nature and cost of the Works to enable all the relevant statutory obligations of CIRT that are dependent upon that information to be satisfied.
- 20.3.2 The Consultant shall fully indemnify, save harmless and defend CIRT including its officers, servants, agents and subsidiaries as well as the CIRT Representative from and against any and all loss and damage arising out of or with respect to failure of the Consultant (a) to comply with Applicable Laws and Applicable Clearances and / or (b) to make payment of Taxes relating to the Consultant's Sub Consultant's and representatives income or other Taxes required to be paid by the Consultant without reimbursement hereunder and / or (c) to pay amounts due as a result of materials or services furnished to the Consultant or any of its Sub Consultant which are payable by the Consultant or any of its Sub Consultants or any other person employed or engaged by the Consultant in connection with the Works.

21. CONSULTANT'S COVENANTS

21.1 Improper Equipment

The CIRT Representative, without prejudice to the generality of its powers, shall have the authority to issue instructions (which shall be effected by the Consultant with all reasonable speed and at its sole expense without any right to an extension of time) from time to time for

- 21.1.1 proper re-Execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of any workmanship by the Consultant is not, in the reasonable opinion of the CIRT Representative, in accordance with the Contract; and
- 21.1.2 such testing, as it may consider necessary or desirable following any instruction issued pursuant to this Clause.

21.2 Illegal Gratification

- 21.2.1 Bribe, commission, gift or advantage: Any bribe, commission, gift or advantage given or offered by the Consultant directly or through its partner, agent, officer or employee of CIRT, or to any person / institution connected with CIRT, in relation to obtaining or the execution of this or any other Contract with the CIRT Representative or CIRT, shall in addition to any criminal liability which the Consultant may incur, subject the Consultant to termination of the Contract and all other Contracts with CIRT, and liability for payment of any loss or damage to CIRT, resulting from such termination. CIRT shall be entitled to deduct the amounts so payable from any money / moneys due the Consultant alone, or jointly under the Contract or any other contract with CIRT. The Consultant shall be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, by the Consultant when the Contract is so terminated.
- 21.2.2 Monetary dealing of Contract with employee of CIRT or CIRT Representative: The Consultant shall not lend or borrow money from, or enter into any monetary dealings or transactions directly or indirectly, with any employee of CIRT Representative or CIRT, and if the Consultant does so, CIRT shall be entitled forth-with to terminate to Contract and all other Consultants with CIRT. The Consultant shall be liable to pay compensation for any loss or damage to CIRT resulting from termination and CIRT shall be entitled to deduct the amount so payable from the money (s) due to the Consultant.
- 21.2.3 Settlement of dispute as to commission of such offence: If any question of dispute as to the commission of any such offence arises under Sub-Clauses (bribe, commission, gift or advantage) and (monetary dealer of Consultant with employee of CIRT or CIRT Representative), the same shall be settled by CIRT Representative, in such manner as the CIRT Representative shall consider fit and proper, and such decision shall be final and binding.

21.3 Care of the Works, Liability for Accidents and Damage

21.3.1 Damage to persons and property

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

21.4 Suspension of Works

CIRT reserves the right to suspend and re-instate the Execution of the whole or any part of the Works or the delivery of any Equipment, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the CIRT

Representative to the Consultant in writing vide a suspension, properly protect and secure the Works and the goods and Equipment and shall not remove any goods or Equipment from the Project Site without the prior consent of the CIRT Representative and the Consultant shall take all reasonable measures to minimize the costs and losses of the suspension to CIRT. The Consultant shall undertake any necessary action instructed by the CIRT Representative to remedy the circumstances that led to the suspension and the Consultant shall notify the CIRT Representative immediately upon completing such action. Upon resumption of the Works, the Consultant shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works, the Equipment or any part thereof that Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Consultant.

22. FORCE MAJEURE

22.1 Force Majeure – Obligation of the Parties

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

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

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

22.2 Meetings with CIRT Representative

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

22.3 Performance obligations

22.3.1 If the Affected party is rendered wholly or partially unable to perform any of its obligations under the Contract because of an event of Force

Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform provided that in case the Affected party is the Consultant, the Consultant shall be entitled to an extension of time.

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

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

22.4 Liability for Other Losses, Damages etc.

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

22.5 Exceptions to Force Majeure

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

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

23. DISPUTE RESOLUTION PROCEDURE

23.1 Amicable Resolution and Mediation

23.1.1 Amicable Resolution and Meditation

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

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

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

23.2 Arbitration Procedure

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

23.3 Place of Arbitration

The place of arbitration shall be Pune, Maharashtra state.

23.4 English language

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

23.5 Enforcement of Award

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

23.6 Performance during Arbitration

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

24. REPRESENTATIONS AND WARRANTIES, DISCLAIMER**24.1 Representations and Warranties of the Consultant**

The Consultant represents and warrants to CIRT that:

- 24.1.1 it is duly organized, validly existing and in good standing under the laws of incorporation of companies in India or in the country of its incorporation;
- 24.1.2 it has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- 24.1.3 it has taken all necessary corporate and other action under Applicable laws and its constitutional documents to authorize the Execution, delivery and performance of the contract;
- 24.1.4 it has the financial standing and capacity to execute the works
- 24.1.5 the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 24.1.6 it is subject to the Applicable laws with respect to the contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 24.1.7 it has complied with all Applicable laws and has not been subject to any fines, penalties, relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect upon the works;
- 24.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to CIRT in relation to applicable clearances contains or will contain any untrue statement of material fact

or omits or will omit to state a material fact necessary to make such representation or warranty not misleading and

24.1.9 no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Consultant to any person to procure the contract or any other benefit under the contract to procure other Consultant in relation to which the Consultant may be a party in relation to the project.

24.1.10 Without prejudice to any express provision contained in the contract, the Consultant acknowledges that prior to the execution of the contract, the Consultant has after a complete and careful examination made an independent evaluation of the Project site, the technical conditions of contract and any information provided by or on behalf of CIRT and has made an inspection of the Project site and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Consultant in the course of performance of its obligations hereunder.

25. TERMINATION

25.1 Termination

25.1.1 Subject to the other provisions of the Contract, CIRT shall have the right to serve a notice of termination of the contract on the Consultant and forthwith terminate the Contract without prejudice to any of its other right and remedies against the Consultant and without being liable to pay any loss or compensation if :

- (i) if any distress or execution is levied upon any of the assets of the Consultant;
- (ii) at any time during the currency of the Contract there is a change in the effective control of the Consultant as at the date of the contract;
- (iii) The Consultant fails to complete, test and commission the Consultant's works /project facility within the Time for completion or commit any other violation /breach of the terms and conditions of the contract which is not rectified within 14 days of the date of receipt of notice from CIRT in this regard.
- (iv) Any of the following events occurs:
 - (a) The passing of a resolution by the shareholders of the Consultant for the winding up of the Consultant
 - (b) The appointment of a liquidator in proceeding for the winding up of the Consultant or the Consultant entering into a compromise with its creditors; or
 - (c) The making by the court of an order winding up the Consultant
 - (d) The Consultant either:
 - Appoints a sub Consultant without the prior approval of CIRT, or terminates any of the sub Consultant or
 - Having terminated any of the sub contracts with the consent of CIRT, appoints a replacement sub-Consultant without prior approval of CIRT
 - (e) The Consultant without the consent of CIRT assigns or

transfers all or any of its rights or obligations under the Contract;

- (f) The Consultant repudiates the Contract or otherwise evidences an intention not to be bound by the contract or
- (g) The expropriation, confiscation, compulsory acquisition of the project facility;
- (h) As a result of Force Majeure, the Consultant is unable to proceed with the Works for a period of 90 consecutive days or 180 days in a year (whichever is less);
- (i) If the Consultant or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion CIRT representative whose decision (without an obligation to give reasons therefore) in this regard will be final, is prejudice to the interests or reputation of CIRT.
- (j) The Consultant offers, gives or promises any payment directly or indirectly to any government political party, or official thereof, or any candidate for political office, or to CIRT in order to influence any substantive decision of or induce any party or person to use its influence to offset any substantive decision of any relevant authority or statutory or CIRT in regard to any aspect of the contract;
- (k) The Consultant makes any warranty or representation in or in accordance with the contract which was materially incorrect when made so as to materially affect CIRT's interests or
- (l) In the event that the Consultant's liability for liquidated damages reaches the cap on such damages as set out in Tender and the Completion certificate for the whole of the works has not been issued; or
- (m) Fails to provide, maintain or renew and /or comply with its obligations in relation to the performance security or
- (n) The Consultant has, without valid reason and CIRT's consent, failed to commence the works promptly or fails to progress the works regularly and/or diligently or
- (o) The Consultant has failed to adhere to the technical conditions of contract and in the reasonable estimation of the CIRT representative, such failure is likely to mean that completion of the works is likely to be delayed beyond the relevant time for completion or
- (p) The Consultant's personnel is /are incompetent have acted in manner prejudicial to CIRT's best interest or have failed to comply with CIRT's health, safety, environment or other rules or regulation and procedures or
- (q) The Consultant has failed to achieve two milestones consecutively.

25.2 Termination Procedure

- 25.2.1 A notice of termination given pursuant to this clause 26 (each a "Preliminary Termination Notice") shall specify in reasonable details the circumstances giving rise to the Preliminary termination notice, if, within 21 days following the service by CIRT of a Preliminary termination notice, the Consultant pays all sums which are due and payable to CIRT or remedies the breach to the satisfaction of CIRT existing as at the dated of the Preliminary termination notice shall be revoked and all existing rights of termination in favour of CIRT under the contract shall terminate and the Consultant shall continue to perform its obligation under the contract in a diligent and proper manner.
- 25.2.3 The termination of contract by CIRT for reasons other than breach can be made by a written notice to the Consultant and nothing herein will obligate CIRT to terminate the contract or be liable for any exercising its right of termination and CIRT may pursue all remedies available in law instead of termination.

25.3 Upon Termination

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

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

26. MISCELLANEOUS**26.1 Assignment and Charges**

- 26.1.1 Subject to clause 26.1 neither party shall assign the contract or the rights, benefits nor obligations hereunder save and expert with prior consent of the other party.
- 26.1.2 The Consultant shall not create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its right and benefits under the contract except with prior consent in writing of CIRT, which consent shall not be unreasonably withheld.

26.2 Governing Law and Jurisdiction

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

26.3 Waiver

- 26.3.1 Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under the contract:
- i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations

under the contract;

- ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such party and
- iii) Shall not affect the validity or enforceability of the contract in any manner.

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

26.4 Survival

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

26.5 Amendments

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

26.6 Severability

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

26.7. No Partnership

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

26.8 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations, communication and agreements relating to the contract either oral or in writing except to the extent, they are expressly

incorporated herein. The Consultant confirms that it has not relied upon any representation inducing it to enter into the contract and agrees to waive any right which it might otherwise have to bring any action in respect of such a representation. The Consultant further confirms that there is not in existence at the date of the contract any collateral contract or warranty of which the contract is the beneficiary which might impose upon CIRT obligations which are in addition to or vary the obligations.

The Consultants only rights arising out of or in connection with any act, matter or thing said written or done or omitted to be said, written or done, by or on behalf CIRT in negotiations leading up to the contract or in the performance or purported performance of the contract or otherwise in relation to the contract are the right to enforce the express obligations of CIRT contained in the contract and to bring an action for breach thereof. Nothing in this clause 26.8 is intended to exclude liability of the Consultant for fraud or fraudulent misrepresentation.

26.9 Liability and indemnity

- 26.9.1 The Consultant shall indemnify defend and hold CIRT harmless against any and all proceedings, actions and third party claims arising out of a breach or omission or non- performance by the Consultant of any of its obligations under the contract except to the extent that any such claim has arisen due to breach by CIRT of any of its obligations under the contract.
- 26.9.2 In the event that either party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under the contract (the "Indemnifying party) within 7 days of receipt of the claim and shall not settle or pay the claim without prior approval of the party provided that such approval shall not be unreasonably withheld or delayed .In the event that the Indemnifying party wishes to contest or dispute the claim it may conduct the proceedings in the name of the indemnified party subject to the indemnified party being secured against any costs involved to its reasonable satisfaction.
- 26.9.3 The indemnified party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of resulting from related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified in respect loss to the full extent provided by this clause 26.9, the Indemnifying party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or other proceeding, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the indemnified party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the

CIRT

Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

(To be executed only after award for contract)

Format for Contract Agreement

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

THIS CONTRACT AGREEMENT ("Contract") is made at _____ on _____ 2021
between:

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

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

RECITALS

(A) CIRT has been appointed as technical consultant by the Transport Department, Government of Odisha for the Setting up of IDTR & RDTC in Odisha (hereinafter referred to as the "Project" under Road Safety initiative).

(B) CIRT wishes to appoint a consultant to execute the works including without limitation to the Architectural, Structural and RCC design consultancy related to the above project, Road

and other common infrastructural development, retaining walls, and advice on sub soil exploration and on its results, laying down tender technical specification, Preparation of BoQ and detailed estimates, day to day supervision for quality control and bill verification and certification on behalf of CIRT and guidance to civil contractor during execution phase of the project as agreed with CIRT and in accordance with the terms of this Contract.

(C) The Consultant has represented that it has the experience, expertise, capability and know-how to ensure that the Works are executed and completed in accordance with the terms of the Contract in a safe and environmentally responsible manner and the Works will be capable of seamless integration with Related Works and be carried out on, under and over the Project Sites.

(D) Relying upon the representations in Recital C, CIRT appoints the Consultant to execute the Works, and the Consultant agrees to carry out and to complete the Works at the following locations, on the terms and conditions of the Contract.

1.
2.
3.
4.
5.
6.

(E) This Contract has been executed and delivered in accordance with the law of India.

(F) The terms and conditions of this Contract have been fully negotiated between the CIRT and the Consultant as parties of competent capacity and equal standing.

THEREFORE, IT IS AGREED as follows:

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

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

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

Signed for CIRT

Signed for Consultant

Name

Name

Designation

Designation

Witnessed by 1.

Name
Address

2.

Name
Address

(To be executed only after award of contract)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

WHEREAS The Central Institute of Road Transport (CIRT) having its corporate & registered office at Pune Nasik Road, Bhosari, Pune – 411026, (hereinafter referred to as “The Owner”, which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a contract on [Please insert date of execution of Contract] (“Contract”) with [insert name of the Successful Applicant] (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implantation of the Works (“Works” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents] and various other documents forming part thereof.

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

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

- i. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Consultant merely on a demand in the form set out in Appendix I (“Demand”) from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount

due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

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

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

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

Date:

Bank:

Corporate Seal of the Bank

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

FORM OF DEMAND

[To the issuing Bank]

Dear Sirs,

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

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

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

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

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

Yours sincerely,

Signed by

For and on behalf of CIRT

TERMS OF PAYMENT

No.	Stage	Details	Instalment for A1 (in %)	Instalment for A2 (in %)
1.1	Stage 1: Initial Design & Tender Phase	On appointment/ Signing of Agreement/ Acceptance of offer.	5	
		On submitting conceptual designs and rough estimate of cost.	10	
		Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	20	
		On inviting, receiving and analysing tenders; advising Client on appointment of contractors.	15	
1.2	Stage 2: Project Execution and Management Phase	On submitting work drawings and details required for commencement of work at site.	15	-
		I. On completion of 20% of the work	5	20
		II. On completion of 40% of the work	5	20
		III. On completion of 60% of the work	5	20
		iv. On completion of 80% of the work	5	15
		v. On Virtual Completion	5	15
1.3	Stage 3: Completion Phase	Final payment after complementation of all civil and infrastructure work and its certification – 10%	10	10
		Total	100	100

Note: Payment will be released subject to availability of funds and payment will be released by the State Transport Authority, Cuttack Odisha.

1.4 Penalty

- The penalty will be applied on Scope A1. Maximum deviation of one week will be permitted without Liquidated Damages. After one-week, a penalty of Rs. 10,000/- (Rupees Five Thousand) per week shall be levied as Liquidated Damages (LD).
- Maximum LD that can be collected will be Rs. 40,000/- beyond this period a notice will be issued to complete the work within next 7 working days. In the event of non-completion, the matter will be put up to the competent Authority of DIRECTOR, CIRT.

1.4.1 Penalty for design errors or omissions

- The architect must redesign at their own cost any portion of their design work that becomes defective within a specified period (e.g., one year) due to their failure to use a reasonable degree of skill.

1.5 Taxes & Duties

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

1.6 Deviations in Terms of Payment

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

1.7 Other Terms and Conditions

- 1.7.1 The submitted Bill will be verified by CIRT Engineer.
- 1.7.2 The bill would then be reviewed by CIRT's Internal Committee Members and approved by the Director based on Internal verification.
- 1.7.3 The release of payment will be done after all the above verifications.
- 1.7.4 If the payment is delayed during this process, then consultant is not liable to claim for any interest, escalation or compensation of rate or revision of rate. Also, Consultant cannot stop the ongoing project work.
- 1.7.5 During these stages, TD, Odisha and CIRT Personnel may visit for confirming work progress before releasing the funds.
- 1.7.6 All payments are subject to release of funds by Transport Department, Government of Odisha, availability of funds with CIRT and internal verification.

Special Conditions of Contract

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

Item	Clause of General Conditions of Contract (Annexure III)	Data
Terms of Payment	Clause 19.2	As per Annexure VI
Payment Schedule	Clause 1.1	As per Annexure VI
The Default Interest Rate	Clause 1.1	Prevailing Prime Lending Rate (PLR) as specified by Reserve Bank of India
Time for completion	Clause 1.1	As per Annexure VI
Project Site	Clause 1.1	As per Annexure I
Project Facility	Clause 1.1	As per Annexure I
Address for Recipient's Communications	Clause 1.3	Head-Research and Training, Central Institute of Road Transport, Pune Nasik Road, Bhosari, Pune – 411 026. India
Amount of assurance Guarantee	Clause 1.8.1	As per RFP Schedule
Date of Expiry of the Performance	Clause 1.8.1	Date of expiry of assurance period, as may be extended from time to time as per provisions of the Contract
Key Personnel	Clause 12.4.3	(i) Project Leader (ii) Activity Leaders

A. TERMS OF REFERENCE**A1. Precise Statement of Objectives**

The Consultant's scope of work has been detailed under section A1 in Annexure I (To be quoted in Lumpsum for all locations).

A2. The scope of work consists of:

To Supervise the day-to-day work & project management as mentioned in section A2 in Annexure I (To be quoted in Lumpsum for all locations).

Roles & Responsibilities of Site Engineer:

A2.1. Oversee day-to-day site operations.

A2.2. Ensure that construction is performed in accordance with approved drawings and specifications.

A2.3. Supervise the use of construction materials and methods.

A2.4. Record measurements of work executed on-site in Measurements Book.

A2.5. Keep records of site instructions, inspections, and contractor communications.

A2.6. Assist in preparation of running account (RA) bills, material reconciliation, and quantity tracking.

A.2.7. Oversee contractor's work impartially, ensuring adherence to drawings and specifications.

A.2.8. Monitor construction progress and submit the report to CIRT accordingly on a weekly basis.

B. ELIGIBILITY CRITERIA

Sr No	Criteria	Supporting Documents
1.	The bidder must be a registered company / Firm in India, registered under the Companies Act 1956. The bidder should be operating in India for the last five years as on 31/03/2025. Only Registered Firm will be allowed to participate no proprietorship.	• Copy of the Certificate of incorporation /Registration issued by the relevant statutory authority. • Copy of Memorandum and Articles of Association. • Registration details of Council of Architect.
2.	Annual Turnover The bidder must have a minimum annual average turnover of Rs. 75 lacs in the last three financial years 2022-23, 2023-24, 2024-25	• CA certificate and net worth certificate. • Net worth should be positive. • Copy of Memorandum and Articles of Association of each member.
3.	The bidder should submit valid documentary proof of GST/Sales Tax/VAT registration number and the details of income tax registration (PAN).	• Copy of PAN Card • Copy of GST
4.	The bidder should not have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance	Self-Certificate from the current authorized signatory of the company.

The evaluation process shall be performed in two steps in the manner given below: Firstly, the documents submitted shall be verified for their adequacy towards fulfilment of qualifying Eligibility criteria. In case the Applicant's proposal fails in demonstrating fulfilment of those Essential Parameters or its equivalence to it, his offer shall be rejected & financial proposal will not be opened. In the second step, Financial proposals shall be opened.

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

Eligibility criteria may be revised at discretion power of the Director CIRT to ensure fair completion. The Application Evaluation process will be performed on the following criteria.

B.1 QUALIFYING ELIGIBILITY CRITERIA (Minimum/Essential requirements)

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

- b) Should have properly established design office(s) having well qualified staff on his rolls (ref Form d)

Minimum requirements are:

- Architects & Structural Designers: (2+2) nos
- Administrative: 2 nos.
- Site support: 2 nos. per site
- Drafting/drawing support: 4 nos
- Workstation with Auto-Cad Licenses: 2 nos.
- Staad Pro: 2 nos
- Quantify software: 2 nos
- Internet connection facility

- c) Minimum years of experience (varies by project size):
“Similar projects related to Construction of Road, Building executed or completed IDTR/ RDTC projects covering Road and buildings” during last three years.

- d) Government project experience is often preferred (e.g., PWD, CPWD).

- e) The consultant should be well conversant with Odisha Region and Town Planning Act prevailing rules and should have completed

- i. Minimum 2 administrative/academic projects in the last 5 years with a minimum project value of Rs 3 crores each (ref Form d)
- ii. Design of Building and Road projects in the last 5 years.

- f) Should have minimum average annual turnover of the firm amounting Rs. 75 lakhs during last three financial years related activities of consultancy being sought through this TENDER. (ref Form d).

- g) Customer feedback of a minimum of 5 customers (ref Form d)

- h) The bids for this contract will be considered only from those vendors (Consultants / Firms / Agencies / Joint Venture (JV)/Consortium of Companies/proprietorship firms/Partnerships Firms/Companies, corporations) who meet requisite eligibility criteria. Any proposal not complying with the requirements of the Pre-Qualification criteria will not be processed further.

- i) In case of JV/Consortium of Companies, the responsibility for successful execution of the entire project will be that of the defined leading company.
- j) A vendor shall submit only one bid in the process, either individually or as a partner of a JV/Consortium. A vendor who submits or participates in more than one bid will cause all of the proposals in which the vendor has participated to be disqualified.
- k) A firm, who has purchased the EoI document in their name, can submit the bid either as an individual firm or in a joint venture/Consortium.
- l) The vendor must not have been blacklisted by any Central/State government department or Public Sector Undertaking. The vendor should submit an affidavit/ undertaking to this effect.

B.2 DISQUALIFYING CRITERIA

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

1. Ability to fulfil the Eligibility Criteria

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

Form 'a'**LETTER FOR SUBMISSION OF PROPOSAL DOCUMENTS**

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

Dear Sir,

We the undersigned, offer our Proposal in response to your Document No. CIRT/2025-26/ARCH-STR-PMC/ODISHA for 'Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC In Odisha.' We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope. Our Proposal is valid for a period of 60 days from the last date of Submission of Proposals.

The following information is submitted along with the Technical Proposal.

	Hard copy
TENDER Document as floated by CIRT, Pune	Fully printed and duly signed and stamped at each page
Form a) Letter for Submission of Technical Proposal	Duly signed
Form b) Letter of Undertaking	Duly signed
Form c1) RFP Fee	Duly signed
Form c2) Earnest Money Deposit	Duly signed
Form d) Applicant's organization, company profile & external associates	Duly signed & filled
Form e) Financial Proposal	Duly signed & filled

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

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

We hereby declare that our Technical Proposal contains RFP Fee and Earnest Money Deposit in the form of Demand Draft no. XXXXXXXXXXXXXXXX dated XXXXXXXX for Indian Rupees XXXXXXX (XXXXXXXXXXXX) issued by XXXX Bank Limited in favour of "Director, CIRT, Pune" payable at Pune.

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

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

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

Yours sincerely,

Authorized Signature (in Full):

Authorized Signature (in initials)

Name and Title of Signatory:

Name of Firm:

Address:

Form 'b'

LETTER OF UNDERTAKING

Date:

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

Ref:

We acknowledge that the documents for document No. CIRT/2025-26/ARCH-STR-PMC/ODISHA are confidential and we hereby undertake and agree as follows:

1. "Confidential Information" means the documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) the CIRT or obtain directly or indirectly from the CIRT or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Tender, as being confidential information of the CIRT, provided that such term does not include information that (a) was publicly known or known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of Confidential information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this undertaking.
3. We shall not at any time whatsoever:
 - i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the CIRT to any third party.
 - ii) Reproduce, publish, transmit, modify, compile, or otherwise transfer the Confidential Information.
4. In case of our Proposal is not accepted and immediately upon the acceptance of the Proposal of any of the other applicants, we shall:
 - i) Return all Confidential Information including without limitations, all originals, copies, reproductions and summaries of Confidential Information; and
 - ii) Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

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

Signature of Authorised Representative

Name of the Applicant Company

CIRT

Form 'c1'

RFP FEE

Date: _____

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

Ref: Document No. CIRT/2025-26/ARCH-STR-PMC/ODISHA

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

Name of Applicant

Signature of Authorised Representative

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

CIRT

Form 'c2'

EARNEST MONEY DEPOSIT

Date: _____

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

Ref: Document No. CIRT/2025-26/ARCH-STR-PMC/ODISHA

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

Name of Applicant

Signature of Authorized Representative

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

Form 'd'**APPLICANT'S ORGANISATION, COMPANY PROFILE AND EXTERNAL ASSOCIATES**

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

1.1 Company Information

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

Application Identification	
a) Name of Company	
b) Registered Address (in full)	
c) Details of registration (in full)	
d) PAN No.	
e) GST details	
f) Principal place of business	
g) Telephone number	
h) Facsimile number	
i) Website	
j) Person to contact in connection with this application (use Form f: Proforma for curriculum vitae)	
1. Name	
2. Designation	
3. Cell Phone/contact no.	
4. E-mail ID	
k) Key Technical person to contact in connection with this application (use Form f: Proforma for curriculum vitae)	
1. Name	
2. Designation	
3. Cell Phone/contact no.	
4. E-mail ID	

Business Organization	Fill up wherever applicable
a) Date incorporated	
b) Where incorporated	
c) Memorandum of articles and holdings	If yes, provide detail in an attachment to this form
d) Patent company (if any) and its involvement in the project	
e) Subsidiary of	
f) Major subsidiaries and locations of other offices	
g) Brief description of company's principal activities with emphasis on scope of work (Use separate sheet as required)	
h) Has your company ever been backlisted for terminated for default by any Indian government entity/Public Sector Undertaking (PSU)	

1.2 Organization Structure

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

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

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

Sr. No	Description of Project	Year of Completion	Roles & Responsibilities	Name & contact details of the client's key person related to project	Value of the project	Type of Project (Academic/ Administrative/Roads)
1						
2						
3						
4						

Note: Please attach copies of work orders/completion certificate issued by the client

1.4 Financial Information

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

Year	2022-23	2023-24	2024-25
Annual Turnover			

1.5 External Associates

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

1.6 Customer's Feedback

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

Form 'd1'

DESCRIPTION OF METHODOLOGY, WORK PLAN AND TIME SCHEDULES

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

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

1.1 Work Plan and Implementation Schedule

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

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

1.2 Project Implementation Team

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

1.3 Time for Completion

Following are the completion date for each of the activities.

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

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

Form 'e'
FORM OF FINANCIAL PROPOSAL

Central Institute of Road Transport, Pune				
Tender No : CIRT/2025-26/ARCH-STR-PMC/ODISHA				
Name of Description: Architectural & Structural Consulting & Project Management Services for Construction of 5 IDTR & 1 RDTC In Odisha				
FORM OF FINANCIAL PROPOSAL				
Name of the Firm				
To The Director The Central Institute of Road Transport Pune Nashik Road, Bhosari Pune 411 026 Dear Sir, We, the undersigned, offer to provide the services in accordance with your Document No. CIRT/2025-26/ARCH-STR-PMC/ODISHA dated _____ and our Technical Proposal. Our attached Financial Proposal includes the price in the format of financial Proposal provided as part of tender documents.				
Sr. No	Locations	Amount for Scope of work as defined (In Indian Rupees Excl. of all taxes)		
		Scope A1 (Column A)	Scope A2 (Column B)	Total (Column A+B)
1.	IDTR Angul			0.00
2.	IDTR Bhubaneswar			0.00
3.	IDTR Kalahandi			0.00
4.	IDTR Koraput			0.00
5.	IDTR Sambalpur			0.00
6.	RDTC Bargarh			0.00
7.	Total Cost of the Project			
Notes: i. All Rates should be exclusive of applicable taxes. ii. All Rates should be written separately in each row against Sr. No 1 to 6. iii. Clubbing will not be accepted. iv. The amount indicated against A1 & A2 may be re-appropriated based on internal estimates of CIRT if required. We hereby declare that all the information and statements made in this Proposal is true and complete in all respects and is as per the guidelines and terms and conditions laid down in the tender document. We, further understand that any information which is found false or is not as per the guidelines and terms and conditions of the tender document may lead to our disqualification. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, upto expiration of the validity period of the Proposal. We understand CIRT has the right to accept or reject our Proposal as per its discretion.				

CIRT

Form 'f'

PROFORMA FOR CURRICULUM VITAE

1. Name of Staff: _____
2. Date _____ of _____ birth: _____
Nationality _____
3. Education: (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)

4. Training (Indicate significant training obtained):

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

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

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

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

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

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

CUSTOMER FEEDBACK FORM

Name of the company providing feedback:

Details of the Project:

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

Cost of the Project:

Name of the consulting firm for which feedback is given:

Role and responsibility of the consultant:

Percentage of Project Cost for this consultancy:

Tick ☒ on whichever is applicable

1. Capability and competence of the organization /firm

☐Excellent ☐Good ☐Average ☐Below Average ☐Poor

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

☐Accommodative ☐Fairly accommodative Reluctant Obstinate ☐☐☐☐☐☐

3. Promptness in response.

☐Excellent ☐Good ☐Average ☐Below Average ☐Poor

4. Customer relations

☐Excellent ☐Good ☐Average ☐Below Average ☐Poor

5. Quality of Human resources deployed for the project

☐Excellent ☐Good ☐Average ☐Below Average ☐Poor

6. Timely completion of planned activities

☐Most of the time times well before schedule ☐As per schedule

☐Few delays ☐Most of the delays

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

☐Excellent ☐Good ☐Average ☐Below Average ☐Poor

8. Cost effectiveness of the design solutions provided:

☐Very cost effective ☐Average ☐Expensive

9. Whether litigations or court cases

☐ Yes ☐ No

10. Overall performance of the Consultant for the purpose

☐ Excellent ☐ Good ☐ Average ☐ Below Average ☐ Poor

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

For (name of the company)

Name:

Designation:

Contact no. :

Evaluation (for use of CIRT)

APPENDIX A: LIST OF PROJECT LOCATIONS

Sr. No.	Locations	Address
1.	IDTR Angul	
2.	IDTR Bhubaneshwar	
3.	IDTR Kalahandi	
4.	IDTR Koraput	
5.	IDTR Sambalpur	
6.	RDTC Bargarh	

Salient information about the E-Tender:

Instruction to the Bidder for Submission and Award of Tender

Instructions to the Applicants

1. Who can participate in this e-Tender: The bidders who have registered with C.I.R.T.'s eTender portal can only participate in this tender process.
2. How to register:
 - 2.1. The prospective bidders must register to CIRT e-tender portal by paying Annual Registration Charge of Rs. 2,000/- (+) G.S.T. (as applicable) through E-Tender portal by online payment mode. On completion of the registration process, the bidders will be provided user ID and Password. After receipt of User ID and Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents
 - 2.2. Tender Processing Fee (Non-Refundable) with G.S.T. (as applicable) is payable online on the portal of CIRT e-tendering website for applying the tender online.
3. Is there any device requirement for participation in e-Tender:

Bidder should have valid Class III Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data, its authenticity /nonrepudiation of electronic records shall be in compliance with IT Act 2000 as amended from time to time. It is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class III issued by a Licensed Certifying Authority (CA). The contact details for e-Tendering are furnished below :-

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

Note: Above contact details are only related to technical queries pertaining to submission / upload of E-Tender, for any other queries please email to consultancy@cirtindia.com or contact Stores on 020 – 67345300 (429).