

BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking)



NATIONAL COMPETITIVE BIDDING

Request for Proposal (RFP) Document

For

Selection of Consultant(s)

For

**PREPARATION OF DETAILED PROJECT REPORT FOR 03 Nos. OF NALA
IN**

NEW CAPITAL DIVISION PATNA, BIHAR, INDIA.


Sl No.	Name of Work
1.	Patel Nagar Nala
2.	Shiv Puri Nala
3.	Rajapur Anandpuri Nala

No: BUIDCo/ Yo-758/15-05

FEBRUARY – 2017

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo),
Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001
Tel: 0612-2506109/208, Web:-<http://www.buidco.in/>, Email: tenders@buidco.in

	<p>Bihar Urban Infrastructure Development Corporation Ltd. A Government of Bihar Undertaking</p>																							
	<p>NOTICE INVITING Re-PROPOSAL FOR CONSULTANT for PREPARATION OF DPR for 03 Nos OF NALA IN NEW CAPITAL DIVISION PATNA, BIHAR, INDIA.</p>																							
<p>No: BUIDCo/Yo-758/2015-05</p>		<p>Date: 08.-02-2017</p>																						
<p>1. Bihar Urban Infrastructure Development Corporation Limited (BUIDCo), a nodal agency for executing urban infrastructure projects in the state of Bihar, India, intends to renovate Nala's of Patna Town. 2. BUIDCo invites Proposals from eligible Consultants under National Competitive Bidding (NCB) for Preparation of Preparation of Detailed Project Report for Following Nala's as:-</p>																								
<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Work</th> <th>Earnest Money (In Rs. In Lakh.)</th> <th>Bid Documents cost (INR)</th> <th>Time for Completion</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Patel Nagar Nala</td> <td>3 Lacs</td> <td>15000.00</td> <td>6 Months</td> </tr> <tr> <td>2</td> <td>Shiv Puri Nala</td> <td>3 Lacs</td> <td>15000.00</td> <td>6 Months</td> </tr> <tr> <td>3</td> <td>Rajapur Anandpuri Nala</td> <td>3 Lacs</td> <td>15000.00</td> <td>6 Months</td> </tr> </tbody> </table>	Sl. No.	Name of Work	Earnest Money (In Rs. In Lakh.)	Bid Documents cost (INR)	Time for Completion	1	Patel Nagar Nala	3 Lacs	15000.00	6 Months	2	Shiv Puri Nala	3 Lacs	15000.00	6 Months	3	Rajapur Anandpuri Nala	3 Lacs	15000.00	6 Months				
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<p>3. Bidding will be carried out under single stage two envelope (technical and financial bid) system. Consultants will be evaluated under Least Cost Basis Selection wherein the technical proposal would be first evaluated and those proposals which meet the qualification criterion of 75% marks as laid down in RFP Document will qualify for opening and evaluation of Financial Proposal.</p>																								
<p>4. Eligibility Criteria for participating Consultants: Consultant(s) should have been incorporated and being operational in India for at least 5 years as on 31st March, 2016. Average annual turnover of the Consultancy Firm (s) for the last three financial years ending on 31st March, 2016 should be equal to or greater than INR Three Crore. Consultant(s) should have experience in preparation of DPRs for Sewerage and Storm Water Drainage/Nala Work and Design of Box Drain used as a road.</p>																								
<p>5. Interested Consultants may submit their proposals along with (i) Bid Document Cost (Non-refundable) and (ii) Bid Security (Refundable) as per provision of RFP Document on or before the Due Date and Time of 3rd March 2017, 15:00 hrs. The Bid will be opened on 3rd March 2017 at 15:30 hrs.</p>																								
<p>6. Pre-proposal meeting will take place on 21st February 2017 at 15:00 hrs at 2nd floor, Khadya Bhawan, Road No-2, Daroga Prasad Rai Path, R. Block, Patna 800 001. All interested consultants are advised to go through the RFP Document, visit the project area and communicate their queries, if any, in writing on or before 23rd February 2017.</p>																								
<p>7. RFP Document can be downloaded from tender section on the website http://buidco.in from 15th February 2017 onwards. No liability will be accepted by BUIDCo for downloading incomplete document(s). BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.</p>																								
<p style="text-align: right;">Sd/- Chief General Managr, BUIDCo, Patna</p>																								
<p style="text-align: center;">BUIDCo office, 2nd floor, Khadya Bhawan, Road No-2, Daroga Rai Path, R. Block, Patna-800 001 (Tel: 0612-2506213/2506109/2506208, Fax-91-612-2506132, Web:-http://buidco.in, E-mail:mdbuidco@gmail.com)</p>																								

SECTION 1: LETTER OF INVITATION

Section 1 – Letter of invitation

Ref No: BUIDCo/Yo-758/15-05

Date: 08/02/2017

From:

Managing Director

Bihar Urban Infrastructure Development Corporation

Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001

To: **All Prospective Bidders**

8. Managing Director, BUIDCo, invites proposals to provide consulting services for
Preparation of Detailed Project Report for 03 nos. of Nala in new capital division Patna, Bihar, India.
9. The background information and Terms of Reference for the consulting services are provided in Section 5 of the Request for Proposal (RFP)
10. This RFP is available to all prospective consultants.
11. A firm will be selected under **Least Cost Based Selection (LCS) Method** and procedures described in this RFP.
12. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Draft Contract Document
6. A Pre-proposal meeting will be held on the date notified in the Notice Inviting Proposal uploaded on BUIDCo's website wherein all issues/clarifications sought by bidders will be discussed and finalized. The deadline for receipt of proposals shall be on the date mentioned in the Notice Inviting Proposal.
7. BUIDCo reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Managing Director, BUIDCo

SECTION 2: INSTRUCTION TO CONSULTANTS

Section 2- INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) "BUIDCo" means Bihar Urban Infrastructure Development Corporation Ltd.
- (b) "Employer" means BUIDCo.
- (c) "Client" means BUIDCo (the agency with which the selected Consultant signs the Contract for the Services).
- (d) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (f) "CQS" means Consultant's Qualification Selection.
- (g) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (h) "Day" means calendar day.
- (i) "Government" means the Government of Bihar.
- (j) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (k) "AMRUT" means Atal Mission for Rejuvenation and Urban Transformation with assistance from Govt. of India.
- (l) "Joint Venture" means a Consultant which comprises maximum two Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (m) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (n) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (o) "Proposal" means a technical proposal or a financial proposal, or both.
- (p) "RFP" means this Request for Proposal.
- (q) "Services" means the work to be performed pursuant to the Contract.
- (r) "Standard Electronic Means" includes facsimile and email transmissions.
- (s) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (t) "ULB" means Urban Local Body as relevant to the concerned town.
- (u) "UIDSSMT" means Urban Infrastructure Development Scheme for Small and Medium Towns with assistance from Govt. of India.

1. INTRODUCTION

General

- 1.1 Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), Patna, Bihar, India will select a consulting firm /organization (the Consultant) in accordance with the method of selection specified in the Data Sheet. The Consultants are invited to submit a technical and a financial proposal (the Proposal) as specified in this RFP Document and the Data Sheet for this Assignment. The Assignment shall be implemented in accordance with the terms and Conditions specified in the Data Sheet and other sections of the RFP Document.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.
- 1.3 The Client will provide the inputs specified in the Data Sheet, and will assist the Consultants in obtaining licenses and permits needed to carry out the services, and ***make available relevant project data and reports, if available.***
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.5 BUIDCo is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.6 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.7 BUIDCo requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of BUIDCo. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
 - (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
 - (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (iv) If there is a conflict among consulting assignments, the Consultant (including its personnel) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

Fraud and Corruption

- 1.8 BUIDCo requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, BUIDCo:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- (iii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iv) will declare a firm ineligible, either indefinitely or for a stated period of time for awarding any BUIDCo contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any BUIDCo contract.

Eligible Bidders:

- 1.9 Bidder shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by BUIDCo or state Govt. or Central Govt. or Public Undertaking or any Autonomous Body.
- (a) Consultant(s) should have been incorporated and being operational in India for at least 5 years as on 31st March, 2016.
- (b) Average annual turnover of the Consultancy Firm(s) for the last three financial years ending on 31st March, 2016 should be equal to or greater than INR (03.00 Cr.) Three Crore.
- © Consultant(s) should have experience in preparation of DPRs for Sewerage and Storm Water Drainage/Nala Work and Design of Box Drain used as a Road.

Criteria for Joint Venture participation in the bids.

- 1.10 (1) Bids submitted by a joint venture (JV) should not be more than a total of two firms as partners shall comply with the following requirements:
- (1.1) There shall be a Joint Venture Agreement (Refer Annexure- 1 (JV)) specific for the contract package between the constituent firms, indicating clearly, amongst other thing, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst theme. For the purpose of this clause, the most experienced lead partner will be the defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure-1(JV) shall be necessarily submitted with the bid.
 - (1.1.1) Alternatively, a letter of intent to execute a JV in the event of successful bid shall be signed by all partners of JV and submitted with the bid together with a copy of the proposed agreement. Pursuant to the foregoing, the JV shall include among other thing, the joint venture's objective, the proposed management structure, the contribution of each partner to joint venture operation, the commitment of the partners to joint and several liability for due performance, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
 - (1.1.2) The JV so formed shall also have to be registered with the concerned department after issue of LOA but before the agreement.
 - (1.2) The bid, and in the case of the successful bidder, the form of agreement, etc, Shall be signed and/or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuring contract in respect of Agreement of Arbitration, etc). On award of work, the Form of Agreement and Contract Documents shall be signed by both partners of the Joint Venture to conclude Contract Agreement.
 - (1.3) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
 - (1.4) The partner-in-charge shall be authorized to incur liabilities and to receive instruction for and on behalf of the partners to the Joint Venture, whether jointly or severally and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished with the bid.
 - (1.5) Both partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (1.3) above as well as in the Form of tender and the Form of Agreement (in case of a successful bidder).
 - (1.6) In the event of default, both the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the contract and/or for satisfactory completion of the work.
 - (1.7) the bid submitted shall include all the relevant information as required under the provisions of ITB and furnished separately for each partner. The requirement of Key plants & equipments construction equipments as per Annexure I of testing equipment for establishing filed laboratory key personal to be employed on contract works as per Annexure II shall be counted altogether for the partners it shall be less than the requirement.
 - (1.8) The bank guarantee/other suitable instrument in shape of bid security shall be issued in the name of JV and pledged in favour of employer.
- (2) Each partner of the JV must produce:
- (2.1) the permanent account number (PAN) of Income Tax.
 - (2.2) an affidavit though 1st class Executive Magistrate that the information furnished with the bid documents is correct in all respect; and
 - (2.3) such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (3) Each bidder must demonstrate:-
-

- (3.1) Availability of proposed personnel during the assignment. ,
- (3.5) the bidder must not have in his employment.
- (3.5.1) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons. The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: JE/AE/EE/SE/CE/E-in-C & Divisional Accountant of any works department of Bihar State.
- (3.5.2) Without Government permission, any person who retired as gazette officer within the last two years of the rank and from the departments. The bidder must produce an affidavit stating the names of retired gazette officer (if any) in his employment who retired within the last two years with the following Rank from the departments listed below.
JE/AE/EE/SE/CE/E-in-C & Divisional Accountant of any works department of Bihar State.
In case there is no such person in his employment, his affidavit should clearly state this fact.
- (5) If bidder is joint venture, the partners would be limited to two. Joint venture firm shall jointly and severally responsible for completion of the project. Joint venture must fulfill the minimum qualification requirement.
- (5.1) the lead partner shall meet not less than 50% (fifty percent) of qualification criteria.
- (5.2) other partner shall meet not less than 25 % (twenty five) of all the qualifying criteria.
- (5.4) the joint venture must also collectively satisfy the subject of the criteria of clause for this purpose the relevant figures for each of the partners shall be 100% or more.
- (5.5) In the event that the Employer has caused to disqualify under clause 4.8 of ITB and the constitutions stated below all of the Joint Venture partners will be disqualified.
- (5.6) Joint venture applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into within the bid.

Proposal Validity

- 1.11 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Cost of RFP Document

- 1.12 The cost of RFP Document of amount indicated in Data Sheet in favour of "**Managing Director, Bihar Urban Infrastructure Development Corporation Limited**" payable at Patna shall be in the form of Account Payee Demand Draft from any **scheduled commercial bank or nationalized bank**. A proposal without the cost of RFP document shall be rejected, as nonresponsive.

Bid Security

- 1.13 **Bid Security (Earnest Money Deposit)**
 - a. The Bid Security of amount indicated in Data Sheet in favour of "**Managing Director, Bihar Urban Infrastructure Development Corporation Limited**" payable at Patna shall be in the form of Account Payee Demand Draft or Bank Guarantee

from any of the **scheduled commercial bank or nationalized bank having its branch in Patna. In case of Demand Draft it shall be payable at Patna and in case of Bank Guarantee it should be** in an acceptable form provided in **Appendix III to Data Sheet**. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period. The Employer shall reject any bid not accompanied by appropriate bid security, as non-responsive.

- b. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.
- c. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- d. The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity.
 - (b) if the Successful Bidder fails to:
 - (i) Sign the Contract within required time frame;
 - (ii) Furnish a performance security.
- e. Common single Bid Security and RFP Document Fee shall be submitted irrespective of the number of packages for which Bid is submitted.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents on or before the date indicated in **Data Sheet**. Any request for clarification must be sent in writing to the address indicated in the **Data Sheet**. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1 Consultant's Proposal (the Proposal) will consist of following components
 - (a) Cost of RFP document
 - (b) Bid Security
 - (c) the Technical Proposal including details of claim of eligibility criterion laid down in Notice inviting Proposal, and
 - (d) the Financial Proposal
- 3.2 Cost of RFP document and Bid Security shall be placed in Envelope I. If the Cost of RFP Document and Bid Security is found proper then only technical and financial proposals will be entertained.
- 3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English.

- 3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Technical Proposal

- 4.2 The following table summarizes the content and maximum number of pages permitted for each type of Proposal. If the maximum number of pages is exceeded, a penalty will be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper. Technical Proposal not in compliance will result in the Proposal being deemed non-responsive.

Content	Content Limit	Form
Profile and General Experience of Applicant	Consultant should accommodate CV in 6(six) pages to Eight (8) pages Maximum introducing the firm and Associate firm(s) background and general experience.	Form TECH-2A
Relevant Experience of Applicant	Project Data Sheet illustrating firm and associate(s) firm's relevant experience specifically grouped into type of experience required No promotional material should be included. Project data sheet should be supported by completion Certificate. Where work has not been completed it will be supported by work order/letter of award.	Form TECH-2B
General approach and methodology, work plan	Maximum fifty (50) pages inclusive of charts and diagrams.	Form TECH-4 & TECH-8
Comments on Terms of Reference	No limit, but to be concise and to the point.	Form TECH-3.
List of Proposed Expert Team Experts' CVs	Brief details of CVs of Proposed Team Maximum of Eight (8) pages for each expert's CV. <i>Proof: Signature of expert or its authorized representative.</i>	Form TECH-5 Form TECH-6
Personnel schedule	Schedule of deployment of experts and support staff as proposed in approach and methodology and provisions of RFP document.	Form TECH-7
Financial Statement of Applicant.	Financial details of company supported by audited financial statement. <i>Proof: verified by Chartered Accountant</i>	Form TECH-9

Technical Proposal Content

- 4.2 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-8). Such information must be provided by the Consultant and each Associate (in case association or joint venture is allowed).
- (i) A brief description of the organization and outline of recent experience of the consultant and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the consultant's involvement. Information should

be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
- (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- (iv) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
- (v) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- (vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Personnel

- (vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
- (viii) Only one CV will be submitted for each position.
- (ix) Higher rating will be given to nominated experts from the consulting firm who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant for more than twelve (12) months prior to the date of submission of the Proposal.
- (x) Authorized signatory may sign at the time of bid submission. However, CV signed by the concerned member shall be produced by the successful bidder prior to signing the agreement and the availability of the member for the project shall be ensured subject to the conditions specified. **It is mandatory to have contact details (phone number, email id, contact address) and letter of authorization of the expert in case the CV is signed by authorized representative. A zero rating will be given to a nominated expert if the expert:**
 - (a) has not signed the CV by himself or by authorized signatory of applicant firm; or
 - (b) Is a current employee of BUIDCo.

5. FINANCIAL PROPOSAL

- 5.1 All information provided in Consultants' Financial Proposal will be treated as confidential.
- 5.2 The Financial Proposal is to be submitted in the requisite forms enclosed.
- 5.3 No proposed schedule of payments should be included in Consultants' Financial Proposals.
- 5.4 Consultants shall quote the rates in Indian National Rupees only.
- 5.5 Form FIN-2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:
 - (i) Not taken any action which is or constitutes a corrupt or fraudulent practice; and
 - (ii) Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuring Consultant's Contract.
- 5.6 The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs / expenses and statutory taxes excluding Service Tax. The Client shall pay Service Tax as applicable on prevailing rates.
- 5.7 Financial Offers shall be submitted.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (Cost of RFP Document, Bid Security), Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.
- 6.2 An authorized representative of the Consultant shall initial all pages of the proposal. The representative's **authorization must be confirmed by a written power of attorney** accompanying the proposals.
- 6.3 For each proposal, the consultant shall prepare the **number of copies** as indicated in the Data Sheet.
- 6.4 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate and placed in separate envelopes. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.5 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes (Envelope 1 –Cost of RFP Document, Bid Security, Envelope 2 –Technical and Envelope 3 –Financial Proposals shall be placed into an outer envelope and sealed. All the envelopes shall bear the submission address, Contract number and title of the Project, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute ground for declaring both Technical and Financial Proposals non-responsive.**
- 6.6 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

7. PROPOSAL EVALUATION

General

- 7.1 From the time the Proposals are opened to the time the contract is awarded, if any consultant wishes to contact the client on any matter related to its proposal, it should do so in writing at the address indicated in the **Data sheet**. Any effort by a Consultant to influence the Client in examination, evaluation, ranking of Proposals or recommendation or award of contract may result in rejection of the Consultant's Proposal.
- 7.2 A two stage procedure will be adopted in evaluating the proposals:
- (a) A technical evaluation which will be carried out prior to opening of financial proposals
 - (b) A financial evaluation
- 7.3 The Envelope-1 shall be opened first. If the RPF Document Cost and Bid Security are not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.
- 7.4 **Notwithstanding the foregoing BUIDCo reserves their rights to exercise in assessing the past experience of Consultant with BUIDCo's projects currently being implemented and such consultants whose performance had not been satisfactory, will not be considered for evaluation/award.**

Evaluation of Technical Proposals

- 7.5 The eligibility criteria will be first evaluated as defined in Notice of RFQ for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.6 The Client's 'Technical Committee' (TC) will be responsible for evaluation and ranking of Proposals received.
- 7.7 The TC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score (St). A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 7.8 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) the Consultant that submitted the Proposal belongs to one of the cases described in **Sub-Clause 1.6** to and failed to make a proper statement to that effect in the cover letter ; or
 - (ii) the Technical Proposal was submitted in the wrong format; or
 - (iii) the Technical Proposal included details of costs of the services; or
 - (iv) The Technical Proposal reached the Client after the submission closing time and date specified in the **Data Sheet**.
- 7.9 After the technical evaluation is completed, the Client shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Consultants whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the

opening of Financial Proposals is optional).

- 7.10 Before completion of the evaluation of Technical Proposal, the Client may at its sole discretion invite all or any of the eligible Consultants to make a presentation on their Technical Proposal to facilitate the understanding and evaluation of Technical Proposal. The scope of such presentation shall be limited to information already provided in the Technical Proposal.

8. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Opening of Financial Proposals

- 8.1 At the opening of Financial Proposals, Consultant representatives who choose to attend will sign an Attendance Sheet.
- (i) The marks of each Technical Proposal that meets the minimum mark of 750 will be read out aloud.
 - (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
 - (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative. The lowest bidder will be invited for contract negotiation.

9. Deleted

10. CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT

- 10.1 The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next lowest bidder. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract
- 10.2 **Technical Negotiations:** This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- 10.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the second lowest Consultant to negotiate a Contract.
- 10.4 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate

a Contract that they were unsuccessful. After Contract signature the Client shall return the unopened Financial Proposals to the consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive

- 10.5 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

11. DURATION OF ASSIGNMENT

The duration of assignment for satisfactory performance of the services the contract will be the period defined in Data Sheet.

12. PERFORMANCE SECURITY

The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/Unconditional Bank Guarantee (in prescribed format) in favour of “**BUIDCo**” payable/en-cashable at **Patna**, from any nationalized or scheduled commercial Bank in India having its office at Patna for an amount equivalent to **5% (five percent) of the total contract value** towards Performance Security valid for a period of **six (6) months** beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any, found during appraisal/approval of DPRs by competent authorities/Funding agency whichever is later.

Section 2: Data Sheet to Instruction to Consultants

Paragraph Reference

- 1.1 *Name of the Client:*
Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo)
Client's Representative:
Managing Director, BUIDCo
Method of selection: **Least Cost based Selection (LCS) Method**
- 1.2 *Financial Proposal to be submitted together with Technical Proposal:*
Yes Name of the assignment is:
Preparation of Detailed Project Report for 03 Nos. Nala in Patna Bihar, India.

Tender No is: BUIDCo/Yo-758/15-05 Dated 08.02.2017
- 1.3 *There shall be a pre-proposal meeting as under Schedule: 21ST FEBRUARY 2017 at 15:00 hrs.*

Venue of pre-proposal meeting:
Bihar Urban Infrastructure Development Corporation Ltd.
Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2,
Patna-800 001
Tel: 0612-2506109/208 Email:-tenders@buidco.in
Website: <http://www.buidco.in>
- 1.4 *The Client will provide the following inputs and facilities:*

As mentioned in Terms of Reference (TOR)
- 1.5 *Proposals must remain valid for 120 days from the submission date.*
- 1.6 *Cost of RFP Document:*

All inclusive Rs 15000/- (Rupee Fifteen Thousand) for technical proposal for each Nala.
- 1.7 *The Bid Security amount is as under in format prescribed at Appendix-III to Data Sheet: - INR 3, 00,000.00 (Rs Three Lac only) for each Nala.*
- 1.8 *Clarifications may be requested in writing on or before 23 rd Feb. 2017.*
The address for requesting clarifications is:
The Managing Director
Bihar Urban Infrastructure Development Corporation Ltd.
Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2,
Patna-800 001
Tel: 0612-2506109/208 Email:-tenders@buidco.in

Website: <http://www.buidco.in>

- 1.9 *Under this contract the Consultant's payments are Output and Deliverables Based.*

The Consultant shall quote Consultancy Charges for satisfactory performance of the Services under the contract in terms of **Lump sum Fee for the total work with cost break up for each Item mentioned in Form FIN-2, FIN-3 and FIN-4 of Financial Proposals to facilitate stage wise payments.**

It is expected that consultant has quoted its fee considering all requirements for satisfactory performance of the services included in TOR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.

- 1.10 *Amounts payable by the Client to the Consultant under the contract shall be subjected to deduction of local taxes, if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges.*

- 1.11 *Proposals are to be submitted in 2 sets i.e. one original and one copy. Proposals must be submitted no later than the following date and time:
03rd March 2017 at 15:00 hrs.*

- 1.12 *Technical Proposals shall be evaluated on the basis of following pre-identified criteria:*

(a) Following Technical criteria that would be considered for selection of preferred bidder:-

SI No	Criteria	Score Allocated
1	Firms General Experience & Experience in Similar Assignments	200
2	Approach & Methodology for proposed assignment	200
3	Qualification and Experience of Team Leader & Other Key Professionals	600
Total Score		1000

(b) The members of the Technical Committee (BUIDCo) will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score.

(c) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at **Appendix-I & Appendix-II** to Data Sheet.

- 1.13 *Expected date for opening of Financial Proposals will be notified later.*

- 1.14 *Expected date for contract negotiations: to be notified.*
- 1.15 *Expected date for commencement of consulting services: two week after issuing Letter of Award.*
- 1.16 *The duration of the assignment shall be Six months (26 weeks) and all activities are to be completed in this period. This will be applicable for all the sectors under this assignment.*
- Inception Phase – 2 weeks
 - Feasibility Phase – 9 weeks
 - DPR Preparation Phase – 11 weeks
 - Bid Document Phase – 4 weeks
- 1.17 *Consultant shall ensure that their Team Leader/Deputy Team Leader must meet BUIDCo office fortnightly and also when required for meeting/discussion in BUIDCo office. Additionally there field level staff shall be available in project towns during the survey work and investigation works and their details of presence with their contact details shall be made available in BUIDCo so that, if need be, they may be called to BUIDCo office whenever required. Field level staff may leave the project sites only after BUIDCo being satisfied with the survey details submitted.*

Appendix-I to Data Sheet

NARRATIVE EVALUATION CRITERIA

I. QUALIFICATION OF PROPOSER (200 Points)

A. Experience in Preparation of Detailed Project Reports (180 points)

Criteria: The extent and depth of experience of the firm in preparation of Project Reports in Eligible Sectors that is similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experience for projects with relevant nature. A consultant who has primary responsibility (i.e. the lead consultant) will be given a score higher than a consultant whose responsibility was secondary (i.e. associate consultant).

Eligible Sectors: Eligible Sectors include (i) Sewerage / Covered Nala System and (ii) Storm Water Drainage / Covered Nala System and Design of Box Drain used as a road.

B. Experience in Similar Geographical Areas (20 points)

Criteria: Extent of experience in States on Genetics plain is similar geographical region taking in consideration elements such as population size, economic development stage and possibly other social factors.

Factors to consider: Higher scores will be given to a firm with better regional experiences.

III. APPROACH AND METHODOLOGY (200 Points)

A. Understanding of Objectives (20 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

Factors to consider: The three following aspects will be considered:

General understanding	45%
Components coverage	45%
Site visit	10%

Maximum points will be given if all the three aspects are positively judged.

B. Quality of Methodology (70 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

C. Work Program (50 points)

Criteria: A work program showing graphical presentation of activities (bar chart).

Factors to consider: Work program will be assessed on logical sequence of events.

D. Personnel Schedule (40 points)

Criteria: Relationship between required person-months and proposed work program.

Factors to consider: The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements

close to estimated work requirements will be assessed as well as the appropriateness of time

allocated to the task to be performed in terms of individual expertise.

E. Proposal Presentation (20 points)

Criteria: Clarity and ease of assessment of the entire proposal (including material presentation).

Factors to consider If all items requested in the invitation letter are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

IV. PERSONNEL (600 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- (i) General experience such as academic qualification and the no. of years of related experience: (20%)
- (ii) Project related experience based on the number of relevant projects implemented: (50%)
- (iii) Experience for projects funded under Externally Aided Projects funded by WB, ADB, JICA, KFW etc. or under any GOI funded project(AMRUT, UIDSSMT or Other) – (20%); and
- (iv) For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months - (10%)

Duration for Key Personnel

Minimum duration of Key personnel for one Scheme estimated by the Client and the Maximum Marks for Expertise to be considered for evaluation purposes are given in below.

Sl.	Designation of Key Experts	No of Experts	Maximum Marks (X)
	KEY EXPERTS		
1	Team Leader cum Structural Expert	1	150
2	Storm Water Drainage/cover Nala Expert	1	70
3	Road Expert	1	70
4	Structural Expert	1	70
5	Survey & Geo technical Expert	1	60
6	Social and Institutional Expert	1	60
7	Environmental Engineer–cum–EIA Expert	1	60
8	Procurement cum Documentation Expert	1	60
	Support Staff (Technical)		
(i)	Support Engineer (Civil)	1	0
(ii)	Drafting support/CAD Operator	1	0

However, the Consultants may increase the strength of key personnel and other categories of staff required for carrying out this consultancy. The Consultants shall indicate the name of the personnel who has to be awarded marks for evaluation purpose. The strength of personnel required for this consultancy may be estimated by the Consultants and furnished in the Technical proposals.

Appendix-II to Data Sheet			
DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION			
S.No.	Criteria	Weight age	Maximum
		(%)	Marks
1	Firms General Experience & Experience in Similar Assignments	100%	200
A	Experience in Projects in Eligible Sectors - (i) Sewerage/Covered Nala System (ii) Storm Water Drainage/Covered Nala System and Design of Box Drain used as a road.	90%	180
	Project Category and Max marks per Project 1. DPR - max 30 marks per project 2. Feasibility Study – max 15 marks per project 3. Bid Documentation – max 10 marks per project 4. Design Review – max 8 marks per project Evaluation Criterion (i) Consultant should have done minimum one project in each Eligible Sector. (ii) <i>Project not falling in any of the above explicit category shall be treated based on best proximity to above categories. Master planning will be considered akin to Feasibility report.</i> (iii) Maximum of 100 marks will be awarded in each eligible sector (Sewerage/cover Nala System and Storm Water Drainage/cover Nala system) (iv) Threshold Project Cost: Only those projects will be considered which have Project Cost more than Rs 10 Crore. 75% marks will be given for project cost of more than or equal to 10 crore but less than Rs 50 Crore. Project of more than Rs 50 crore will get 100% marks. (v) A project covering two eligible sectors with project cost of more than Rs 10 Crore in each sector will be counted in both sectors. (vi) Projects executed as associate consultant will be given maximum of 75% marks (vii) For cover Nala/Sewerage system , maximum 75% marks will be attributed to cover Nala system and maximum 25% marks will be attributed to Sewage system. Illustration: A Sewerage and Drainage/cover Nala DPR with project cost of 25 Crore without having provision of STP and Out fall arrangement and executed as Associate Consultant shall be evaluated as below: Since project is executed as associate consultant it will get maximum of 22.5 marks (75% of 30 marks) Since the cost is between 10 - 50 Crore it will get maximum of 75% of 22.5 marks ie. 16.88 marks. Since it deals only with network system, it will get max of 75% of 16.88 marks, i.e. 12.66 marks.		

QUALIFICATION AND EXPERIENCE OF TEAM LEADER & OTHER KEY PROFESSIONALS – 600 Marks

S.No.	Criteria	Weightage (%)	Maximum Marks
A	Team Leader/ Chief Consultant		150
A1	Qualification & Experience	100%	150
(i)	Academic qualification	20%	30
(ii)	Project related experience based on the number of relevant projects implemented	50%	75
(iii)	Experience for projects funded under Externally Aided Projects funded by WB, ADB, JICA, KFW etc. or under any GOI funded project	20%	30
(iv)	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months	10%	15
A2	Team Leader	40%	40
(i)	Team Leader in 2 Structural Engineering.	25%	10
(ii)	Team Leader in 3 Structural Engineering.	50%	20
(iii)	Team Leader in 4 Structural Engineering.	75%	30
(iv)	Team Leader in 5 Structural Engineering.	100%	40
B	Other Key Professional/Experts	100%	X
(i)	General experience such as academic qualification and the number of years of related experience	20%	0.2x
(ii)	Project related experience based on the number of relevant projects implemented	50%	0.5x
(iii)	Experience for projects funded under Externally Aided Projects funded by WB, ADB, JICA, KFW etc. or under any GOI funded project	20%	0.2x
(iv)	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months	10%	0.1x

Appendix-III to Data Sheet

Bid Security Form (Bank Guarantee)

(Bank's Name and Address of Issuing Branch or Office)

Beneficiary: _____ *(name and address of Employer)*

Date: _____

Bid Security No.: _____

Whereas M/s _____ *(insert the name of the Consultant)*
(here in after called the "Consultant") has submitted its technical & financial proposals for
the work of _____ *(insert the name of work for which*
proposal is submitted) (here in after called the "Proposal") against the Employer's Notice
Inviting Tenders (NIT) Notice Inviting Proposal/ Invitation for Bid (IFB) No. _____
_____ *(Insert NIT/NIP/IFB number as per publication in news paper or*
website).

Furthermore, we understand that, according to your conditions, proposals must be
supported by a Bid Security.

At the request of the Consultant, we _____ *(insert*
name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding
in total amount of _____ *(insert bid security amount in figures)* _____
_____ *(amount in words)* upon receipt by us of your
first demand in writing accompanied by a written statement stating that the Consultant is in
breach of its obligation(s) under the RFP conditions, because the Consultant:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by
the Consultant in the Technical Proposal Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to
Consultants (hereinafter "the ITC") of the RFP Document; or
- (c) having been notified of the acceptance of its Proposal by the Employer during
the period of proposal validity, (i) fails or refuses to execute the Contract
Agreement, or (ii) fails or refuses to furnish the Performance Security, in
accordance with the ITC.

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our
receipt of copies of the Contract Agreement signed by the Consultant and the
performance security issued upon the Instruction of the Consultant; and (b) if the
Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a
copy your notification to the Consultant of the name of the successful Consultant; or
(ii) forty-five days after the expiration of the Consultant's proposal.

Consequently, any demand for payment under this guarantee must be received by us
at the office on or before that date.

_____ *Bank's seal and authorized signature(s)* _____

SECTION 3: TECHNICAL FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo),
Khadya Bhawan, 2nd floor,
Daroga Rai Path, R. Block Road No.-2,
Patna-800 001

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal for (Name of work), which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/ as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Or (strike-off whichever is not applicable)

We are submitting our Proposal in association with/as a joint Venture : (insert a list with full name and address of each joint venture partner or sub Consultant) Attached is the following documentation :letter(s) of association or joint venture Agreement and joint venture power of attorney for lead or managing Partner)

We declare that we have not been debarred or blacklisted by any Government or Government Agency of Government of India or Government of Bihar.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ____

Name and Title of Signatory: _____

Name of Firm: ____

Address: _____

FORMTECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE**FORMTECH-2A: Consultant's Organization**

[Provide here a brief (maximum five pages) description of the background and organization of the Consultant in case of JV, details of each member has to be provided]

Name of the:	
Address of the registered office of the Consultant:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover*in last three years(in Lakhs)	
FY 2015-16	
FY 2014-15	
FY 2013-14	
Average Annual Turnover for above three Financial Years:	
*Audited Statements to be enclosed	
Net worth of Agency(Positive/Negative):	
Experience in Similar Assignment:	
Number of years:	
Total assignments:	
Assignment completed in last 3 years:	
Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

FORM TECH-2B: Consultant's Experience [For Full Technical Proposals Only]

*[The following information should be provided in the format below for each reference assignment for which your firm **including 50% subsidiary**, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer. Consultant should specifically state the service population covered size of Nala and length of Nala to facilitate the technical evaluation of the Proposals in case of JV or association, relevant experience of each member has to be provided].*

Assignment name:	Approx. value of the contract (in current'):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any for the assignment: Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	

Narrative description of Project:

Narrative description of project should specifically provide the details of:

- a) Project Cost
- b) Service population covered for Drainage/cover Nala Projects.
- c) Length/width of cover Nala.
- d) Covered Drain length in case of cover Nala Projects.

Description of actual services* provided in the assignment:

****(Copy of Completion Certificate from Employer regarding experience should be furnished)***

Firm's Name: __

Signature of Authorized Representative:

Form TECH-3: Comments and Suggestions on the Terms of Reference

FORM TECH-3A: On the Terms of Reference [For Full Technical Proposals Only]

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment [As per the details mentioned in the NARRATIVE EVALUATION CRITERIA]

Technical Approach and Methodology, Work Plan, and Organization and Personnel,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the TOR is an indicative minimum requirement. The consultant should assess the specific and realistic manpower with reference to specific project package and it should be consistent with the Work Schedule of Form TECH-8.

FORMTECH-5: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INCORMATION

Team Leader and Key Professionals

Surname, First Name	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm(full-time/ other)	Education/ Degree (Year/ Institution)	No. Relevant Projects Handled	No.of years of relevant project experience.	CV signature expert/by other)

Support staff			
S No	Surname,Name	Position	Task Assignment

1. Proposed Position [*only one candidate shall be nominated for each position*]:
2. Name of Firm [*Insert name of firm proposing the expert*]:
3. Name of Expert [*Insert full name*]:
4. Date of Birth: Citizenship:
5. Education[*Indicate college/university and other specialized education of expert, giving names of Institutions, degrees obtained, and date of obtainment*]:
6. Membership of Professional Associations: __
7. Other Training [*Indicate significant training since degrees under 5 - Education were Obtained*]:
8. Publication: [*List of details of major technical reports/papers published in recognized national and international journals*]
9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
10. Employment Record [*Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.*]:
From [Year]: To [Year]: Employer:
Positions held:

<p>11A. Detailed Tasks Assigned (List all tasks to be performed under this assignment)</p>	<p>11B. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
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(vi) I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes
Myself my qualification and my experience

I am committed to undertake the assignment within the validity of proposal.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: *[Day/Month/Year]*

*[Signature of expert or authorized representative of the firm]*¹ Full name of authorized representative:

¹ This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

FORMTECH-7:PERSONNEL

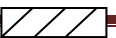
N*	Name of Expert/Position	Professional Expert input(in the form of a bar chart) ²														Total person-weeks input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Expert																		
1		Home																
		Field																
2																		
3																		
n																		
Subtotal																		
Support Staff																		
1		Home																
		Field																
2																		
n																		
Subtotal																		
Total																		

1 Months are counted from the start of the assignment. For each expert indicate separately the input for home and field

2 Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.



Full time input



Part time input

- 1 Indicate all main activities of the assignment, including delivery of reports/ deliverables as per Terms of Reference & Scope of works (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks for scheme.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9 FINANCIAL STRENGTH OF THE CONSULTANT

**FORMAT FOR FINANCIAL STRENGTH OF THE CONSULTANT
(INCLUDING ITS 50% SUBSIDIARIES)
(Separate details of each member should be provided in case of JV)**

(Rs. In Cr.)

Year	Capital	Reserves	Net Worth	Profit/Loss	Turnover	Advisory/Consultancy Services Turnover
2013-14						
2012-13						
2011-12						

(Signature of Authorized Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents, books of accounts & other relevant information and the information submitted above is as per record.

Signature, address, Seal & Membership No. of Chartered Accountant

Section 4: Financial Proposal

- Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para 5 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN-4 are to be used whatever is the selection method indicated in Para 4 of the Letter of Invitation and Data Sheet.

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo),
Khadya Bhawan, 2nd floor, Daroga Rai Path,
R. Block Road No.-2,
Patna-800 001

Dear Sir /Madam:

We, the undersigned, offer to provide the consulting services for [*Insert name of Assignment*] in accordance with your RFP dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures in Indian Rupee*]². This amount is exclusive of the service tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.10 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ____

Name and Title of Signatory: _____

Name of Firm: ____

Address: _____

² Separate Financial Offer must be submitted. Amounts must coincide with the ones indicated in Form [FIN-2](#)

FORM FIN-2: GRAND SUMMARY OF COST

Project Title: Preparation of Detailed Project Report for 03 nos of Nala in new capital division Patna, Bihar, India.

Sl no	Description of Services	Consultancy Fee (in INR)	
		In Figures	In Words
(A)	Consultancy fee for providing services for Preparation of Detailed Project Report for [Insert Name of Work]; As per Terms of Reference (ToR) complete to the satisfaction of Client. 1. Work [insert name of work] 2. Work [insert name of work] 3. Work [insert name of work] . . . Note:-the price should be quoted work wise.		
	Sub total		
(B)	Add Service Tax as per prevailing rates		
(C)	Total Consultancy fee including Service Tax [A]+[B]		

Note:

While quoting financial offers, applicants are requested to see Clause 5.4 of Data Sheet to Instruction to Consultants under Section 2. During Evaluation of Financial proposals, the quoted Consultancy fee excluding service tax shall be considered. The client shall pay the Consultant, the Service Tax, on prevailing rates as applicable on the consultancy charge.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: ____

Name of Firm with Company Seal:

FIN-3: SUMMARY OF COST

Project Title: Preparation of Detailed Project Report for 3 nos. Nala in new capital division Patna, Bihar, India.

S No	Description	Consultancy Fee in (INR) as per ITC Clause 5	
		In Figures	In Words
A1	Remuneration for Professional Staff		
A2	Remuneration for Sub-Professional Staff		
A3	Reports and Document Printing		
A4	Survey and Investigation Expenses		
A5	Any Other (Lump sum)		
	Total Costs		
Note:			

1. *The break-up of cost as given in format **FIN-3** and **FIN-4** is to facilitate assessment of reasonableness of costs and conducting negotiation in accordance with **Clause 9 of Section 2**.*

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: ____

Name of Firm with Company Seal: _____

FORM FIN-4: BREAKDOWN OF COSTS

Project Title: Preparation of Detailed Project Report for 3 nos. Nala in new capital division Patna, Bihar, India.

A1 Remuneration for professional staff

Sl.	Position	Name	Rate (Rs)	Staff Month	Amount (Rs)
	TOTAL				

A2 Remuneration for sub-professional staff

Sl.	Position	Name	Rate (Rs)	Staff Month	Amount (Rs)
	TOTAL				

A3 Reports and Document Printing.

Sl.	Description	Towns	No of Copies	Rate Copy (Rs)	per	Amount (Rs)
1	Inception Report					
2	Feasibility Report					
3	Draft Detail Report					
4	Final detail Report					

A4 Survey and Investigation Expenses

[Instruction: the survey and investigation expenses shall be quoted work]
details should be provided for work.

Sl.	Description	Unit	Quantity	Rate per Unit (Rs)	Amount (Rs)
1	<p>Topographical Survey @ 10m intervals along below Nala with Total Station Machine.</p> <p>1. Patel Nagar Nala. 2. Shiv Puri Nala. 3. Rajapur Anandpuri Nala.</p> <p>Topography survey will be conducted up to building line or 10m away from the drain wall at both sides of the Nala Level of centre of the Nala at available culverts. Building footprint of all existing civil structures Location of existing services sewerage line/Nala, Electrical lines, pole and light pole etc. Cross section of the Drain @200m (approx) 10 Nos. Bench mark with painting on permanent structures shall be established along the Nala.</p>	Per km	1.0 0.42 1.57		
2	Soil Investigation along Nala.	Per bore hole of 15m deep	45		
3	Any Other (specify)				
	Total				

The actual payment of survey and investigation work shall be based on actual unit quantity worked out during the execution of assignment.

SECTION 5: TERMS OF REFERENCE

Section 5: Terms of Reference (TOR)

1. INTRODUCTION

Bihar Urban Infrastructure Development Corporation (BUIDCo), a Govt. of Bihar undertaking, requires the services of suitably qualified and registered domestic Consulting Firms/Agencies/Companies to provide Consultancy services for carrying out feasibility studies, and preparation of Detailed Project Report and Bid Documentation for providing basic urban infrastructure services to Patna town in Bihar.

The Consulting Firm will be required to have staff of suitably qualified Professionals being competent to carry out all of related duties and equipped with necessary facilities for conducting desired tests.

- (i) **After acceptance of consultants' program by client, the Consultants will be fully** responsible to mobilize the resources required to maintain the agreed schedule of work within the total person months agreed under the contract for the services. In case of any delays, which are not beyond the control of consultants, the client reserves the right to require Consultancy Firm to provide additional resources and personnel as may be required to make up the lost time, for which no additional payment shall be made.
- (ii) Whenever power point presentation or otherwise are sought for, the consultants shall make themselves available to various committees.

2. SCOPE COVERAGE

Project Area: The area under the proposed project is the part area under jurisdiction of municipal limit.

Data/information as available with BUIDCo and other Government department are given below. All these information shall be furnished to Successful Bidder.

Table 2: Available Information/Data

Description of Available Information/Data	Patna Town
GIS Data	Will be facilitated by Buidco (if Required)

3. OBJECTIVES OF THE ASSIGNMENT

The primary objective of the consultancy is to undertake feasibility studies, prepare requisite DPR and Bid Documents for 03 nos. of Nala in new capital division Patna. It is proposed to obtain financial assistance under different schemes of GOI (like AMRUT) or other External Funding, if available. Govt. of Bihar may also provide part financial assistance through State Plan for implementation of proposed projects. The objective of

the Project proposed is to promote sustainable environment and basic urban infrastructure and sanitation facilities to the citizens and to ensure effective abatement of pollution by adopting a river basin approach for comprehensive planning and management, and to maintain minimum ecological flows in the rivers in vicinity with the aim of ensuring water quality and environmentally sustainable development. Following standards and guidelines laid by Ministry of Urban Development and Ministry of Environment & Forest, Govt. of India needs to be followed.

- CPHEEO's "Manuals". Govt. of India
- *Guidelines for Preparation of Project Reports under National River Conservation Plan and National Ganga River Basin Authority* issued by Ministry of Ministry of Environment & Forest, Govt. of India
- *Environmental and Social Management Framework (ESMF)* issued by Ministry of Ministry of Environment & Forest, Govt. of India
- Any other Guideline issued by GOI and GOB for planning and design of project likely to be proposed for funding under AMRUT.

4. SCOPE OF WORK

The detailed scope of work of different components is as below:

This component is proposed for the augmentation of existing 03 nos. of Nala to improve the drainage system of the locality. Drain should be covered so that it can be used as road along with the existing roads.

The objective of the assignment is to study, analyze, design and prepare DPR for providing a effective drainage system for the area by undertaking a technical, financial, economic, environmental and social study, prioritized capital investment plan, detailed designs, drawings, cost estimates and bidding documents for planning and implementation of such investments.

- All the drawings shall be good for construction.
- Hydraulic loading shall include maximum discharge from Different STP and storm water flow from surrounding catchments entering into Nala through intermediate drains.
- Structural loading on the drain shall be as per latest IRC /IS codes. Hydraulic design shall be based on the relevant IS codes and CPEEHO's manual. .and cross section shall be adequately designed.
- Adequate provision for cleaning the Nala both manually and mechanically and draining out surface runoff to be kept as per best available practices.
- Augmentation of pumping facilities, if required, shall be considered.

The present assignment shall include the following but not limited to:

A. General Framework

- (i) Reviewing existing maps, studies, and other related documentation to obtain a better understanding of the existing Different Nala prior to the start of fieldwork.
- (ii) Undertaking detailed topographic survey of the Project area and leveling survey and preparation of base maps showing the connecting drains and their catchment areas.
- (iii) Consultant to collect data through primary investigation or secondary data collection Indicating the details of other underground services, mainly sewers and water mains (electrical cables) which are in the vicinity of the Nala and show their distance .
- (iv) While formulating designs, the existing side drains, canals, other major storm water canals / rivers maintained by the PHED Department, Highways Department should be analyzed based on the maximum rainfall, storm water runoff and flow from various STP for the project area on a scientific basis.
- (v) Suggesting suitable materials for construction with cost benefit analysis discussing the feasibility of using pre cast structures and providing structural designs and other design and details as appropriate

B. Stakeholder Consultation

- (i) Detailed consultations shall be conducted with various stakeholders like Government departments like ULB, PHED, UDHD, NGOs, general public, etc with specific deliberations on project proposals, to receive opinions and identification of land. The suggestions received from the consultations shall be documented and reviewed and be considered in finalizing the designs.

C. Project Cost & Financial Viability

- (i) Preparation of **project cost estimate** including capital, O&M Costs based on the above and preparation of financial analysis.
- (ii) The cost estimate shall be based on the latest schedule of rates of Government of Bihar. There shall not be any lump sum provision in the estimate for items not covered in the schedule of rates market rates shall be adopted with evidence.

D. Institutional Strengthening & Capacity Building

- (i) Recommending organizational set up for operation and maintenance of the system. Identify requirements of staff along with costs. Involve the concerned local body at all stages.

E. Implementation Plan

- (i) Prepare the project implementation schedule for execution. This will also include drawing up project budget with monthly/quarterly target; furnish network analysis such as CPM, PERT for purposes of effective project monitoring and regular reports.
- (ii) Suggesting use of modern technologies for implementation of project.

F. Environment & Social Consideration

- (i) Preparation of Environmental and Social assessment Report to prepare necessary impact assessment and Environmental Mitigation Plans and Resettlement action Plans
- (ii) Identifying specific protection arrangement for trees and other sensitive environmental components. Tree cutting requirement if any shall be clearly identified and listed with schedule of permission from regulatory authorities to facilitate cutting.

G. Approvals/ permissions

- (i) Wherever permission from a state or central government organization is required in implementation of the project, it would be endeavored to obtain the same while finalizing the DPR. However, in case same is not possible while finalizing DPR, proper proposal should be initiated from the ULB for sanction.
- (ii) Clearances/ Permission from other Ministries namely Ministry of Environment and Forest, SPBC/CPCB, NHAI and Railways, if required, shall be obtained and enclosed with the DPR.
- (iii) Whenever power point presentation or otherwise are sought for, the consultants shall make themselves available to various committees.

5. SURVEY, DATA COLLECTION AND INVESTIGATION

a) Field Survey

Planning and design of the Nala shall require topographical survey of the project area to be carried out and necessary base plans with spot levels and contour levels shall be prepared.

where survey details are given by BUIDCo, the project area's details should be verified at random based on the given survey drawing and additional areas, if in the town, should be surveyed and the complete details got certified by the ULB for completeness of coverage, and a layout plan to scale as specified shall be prepared indicating the existing and proposed components along with RLs.

Where basic input data on survey is not given by BUIDCo, Consultant shall carry out Topographical survey project area and prepare road plan with levels along roads/streets at suitable intervals and junctions of roads, locations such as change in gradient, road turnings, zoning areas and selection of site for head works etc in the listed ULBs under consultancy and prepare contour map.

The survey shall be guided by the following:

Establishing Temporary Benchmarks at suitable places near the Nala with respect to the known GTS benchmark or a benchmark transferred from GTS by departments like Public Works Department etc.

Landside features to be include but not limited to

- Electrical poles, telephone poles, transformers, manholes, trees, building lines, type of buildings (kutcha/semi pucca/pucca/shops/houses, no. of stores etc.),

and also building frontage, Water Supply lines, taps, bore wells, open wells, overhead tanks etc., all water bodies – lakes, streams, ponds, canals places such as temples, temple mast, mosque, church, grave yard, road width, type of road surface etc.

- Locations of existing drains clearly identifying the type (open/closed/kutcha/pucca, within or outside foot path), width and invert level of drain including the beginning and end of drain.
- Location of existing sewers (if any), manholes etc
- Railway lines with details of culverts-vent way and levels
- Details of flood marks and Flood levels available at site
- During Field Survey, the Consultant is expected to coordinate with the relevant Local Body and identify potential sites for Over Head Tanks, Sewage Pump stations, Treatment Plant, Tube Wells etc. and collect Katha/Kasra details for the chosen sites
- Carry out Block level survey at suitable intervals of the chosen sites

b) Data Collection

The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the source of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings and cost estimate given by them.

c) Soil Investigations

Soil investigation along the Nala shall be at approximately 500 m intervals and shall be used to profile the subsurface.

6. LAND REQUIREMENT

The Consultant shall obtain No Objection Certificate from Land belonging PMC before finalizing the feasibility report. BUIDCo will facilitate in obtaining the NOC from PMC Patna if required. No payment for Preparation of DPR will be entertained if NOC not obtain for elected Location.

7. OUTPUTS AND DELIVERABLES

Under this contract the Consultant's payments will be on output and deliverables based. It is very important for the consultants to note the exact outputs required and their contents. The desired outputs & deliverables under this contract are as shown in the table below.

Report	Due Date	No of copies, type & language	Contents
Inception Phase			
Inception Report And Quality Assurance Plan	End week 2	3 hard copies And original Version of soft Copy in English, Drawings in Auto CAD.	Describing the adequacy of the project preparation arrangement; Site visits, physical survey of the alignment of Nala and surrounding preliminary assessments; Proposed design criteria, approach & Methodology; Revised activity and input plan; Record of meetings held; Any issues arising, etc. This will also include personnel schedule and work plan.
Feasibility Study Phase			
Feasibility Reports	End week 11	Same as above	Assessment of existing status of Nala and their renovation plan; Summary of findings based on completed situation assessment and feasibility studies for technical, financial, social, cultural, environmental, legal, institutional and economic aspects; Data & record collected from PMC ; Studies carried out; Options proposed and selected; Outline description of programme; Expected Project costs, etc.
DPR Preparation Phase			
Draft DPR Reports	End week 20	Same as above	Detailed Engineering, design, drawing specifications, estimation etc. as per TOR
Final Report	End week 22 preferably within two weeks after Comments on draft DPR	5 hard copies and original version of soft copy in English, Drawings in Auto CAD.	As above but accommodating all points Recommended by the Client.
Bidding Documents			
Bid Document	End Week 26 Preferably within three weeks after approval of Final DPR.	10 hard copies and original version of soft copy in English, Drawings in Auto CAD.	Using standard bidding document and provisions of Bihar Financial Rules and best construction industry practices; development of Bid Documents along with scope of work, specifications, tender drawings, and accommodating all points suggested/ recommended by the Client group.

8. REPORTS TO BE SUBMITTED BY THE CONSULTANT TO BUIDCO

- 8.1. All reports, documents and drawings obtained by the consultant are to be submitted by him to the client under this assignment. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.
- 8.2. Since the project preparation is quite expensive and time consuming, the projects under this assignment are proposed to prepare in various stages and at the end of each stage decision shall be taken at competent level and conveyed to consultants whether to proceed for next stage. Project preparation activities will be split into four stages as brought out below.

Stage 1: Inception Report including Quality Assurance Plan;
Stage 2: Feasibility studies and Feasibility Report (FR)
Stage 3: Draft Detailed Project Report (DDPR)
Stage 4: Detailed Project Report (DPR) and
Stage 5: Draft and Final Bid Document
- 8.3. Time schedule in respect of all such stages has been indicated in earlier Paragraphs. Consultant shall be required to complete, to the satisfaction of the client, all the different stages of assignment within the time frame indicated in the schedule of submission pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.
- 8.4. The Consultant shall submit to the client the final reports and documents in **bound volumes** (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of prescribed copies. Further, the reports shall also be submitted in CDs in addition to the hard copies. The soft copy shall be in original version and shall not be converted in pdf form. Consultant shall submit all other reports mentioned specifically in the TOR.
- 8.5. The time schedule for various submissions shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the assignment. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, etc. The Consultant is also advised to start necessary survey works/data collection from the beginning so as to gain time in respect of various other activities in that stage.

STAGE -1

8.5.1. Quality Assurance Plan (QAP) Document

Immediately upon the award, the Consultants shall visit the town(s) and submit four copies of the QAP document covering all aspects of field studies, investigations design

and economic analysis. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, material geo-technical and sub-soil investigations, hydrological investigations, economic & financial analysis, drawings and documentation; preparation, checking, approval and filing of calculations, identification and traceability of project documents etc.

8.5.2. Inception Report (IR)

The Inception Report shall cover the following major aspects:

- (i) Project appreciation;
- (ii) Detailed methodology to meet the requirements of the TOR finalized in consultation with BUIDCo officers; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;
- (iii) Task Assignment and Manning Schedule;
- (iv) Work programme;
- (v) Performa for data collection;
- (vi) Key plan and Linear Plan;
- (vii) Development plans being implemented and / or proposed for implementation in the near future by the ULB and other line agency and the possible impact of such development plans on the overall scheme for field work and design for the study;
- (viii) Draft design standards; and

STAGE -2

8.5.3. Feasibility Report (FR)

8.5.3.1. The Consultant shall commence the project preparation in accordance with the prescribed guidelines. Before going for detailed feasibility studies; the Consultant shall carry out pre-feasibility studies for screening and ranking of all project alternatives and to select an appropriate alternative for carrying out detailed feasibility studies.

8.5.3.2. The Feasibility Report shall contain the following:

- (i) Executive summary
- (ii) Project Background, Introduction, Project Area and Need of the Project
- (iii) Long Term Plan to address project objectives
- (iv) The Proposed Project
 - a. Objectives
 - b. Project Users
 - c. Rehabilitation and De-bottlenecking of the Existing Systems
 - d. Project Description
 - e. Support Activities
 - f. Integration of the Project with the Existing and Future Systems
 - g. Agencies Involved in Project Implementation and Relevant Aspects
 - h. Establishing Feasibility may be based on Block Cost Estimates.
 - i. Implementation Schedule with detailed PERT/CPM Charts

- j. Operation and Maintenance of the Project
- (v) Conclusions and Recommendations
- 8.5.3.3. The FR should clearly address the following points
- (i) Methodology adopted for the study
 - (ii) Socio-economic profile of the project areas
 - (iii) Possibility of Sewerage System and Storm Water Drainage System. It is intended to provide Sewerage and Drainage throughout the area of towns. Consultant need to bring out all such issues at the feasibility stage. This would particularly include but not be limited to:
 - a. Preliminary cost comparison (capital as well as O&M expenses)
 - b. Feasibility of implementation of sewerage and drainage in City where fully functional water supply system is already in place.
 - c. Stakeholder consultation and ULB approval for sewerage and drainage.
 - d. Preparedness of ULBs to implement sewerage and drainage.
 - e. Way forward and road map for ULBs/PHED for preparation of soft side components of Sewerage and Drainage system including assessment of staffing need, computerized billing & collection, volumetric measurement and metering.
 - (iv) Indicative design standards, methodologies and specifications
 - (v) Investigations, Surveys and analysis
 - (vi) Alternatives considered for coverage, zoning, sewage treatment technology, water sources considered etc.
 - (vii) Detailed analysis of recommendations made in CDP and CSP and how the same are proposed to be incorporated or found not feasible.
 - (viii) Preliminary land acquisition/transfer requirements
 - (ix) Preliminary Cost estimates
- 8.5.3.4. The basic data obtained from the field studies and investigations shall be submitted as an Appendix to the FR.
- 8.5.3.5. **FR Approval:** Any comments, revisions and modifications in the FR suggested by BUIDCo shall be incorporated and submitted within 5 days of receipt of comments from BUIDCo.

STAGE: 3

8.5.4. Draft Detailed Project Report (DDPR)

- 8.5.4.1. The DDPR Submission as given below:
- Volume I – Main Report together with Economic, Financial and Environmental Reports
 - Volume II – Survey, Investigations and Detailed Designs
 - Volume III – Data for Materials and Works, Detailed Estimates of Quantities and Cost
 - Volume IV – Drawings
- 8.5.4.2. **The DPR incorporating comments of clients group shall be submitted to Ministry of Urban Development/ Ministry of Environment & Forest (MoEF), Govt. of India or any other funding agency through Urban Development and Housing Department (UDHD), GoB for approval and for consideration of**

funding. GoB may also consider for funding of some infrastructure under State plan. Any comments, revision and modifications suggested by Govt. of India/GoB/Funding agency through UDHD shall be incorporated and DPR shall be suitably modified. The Final DPR will be accepted only after approval of DPR from sanctioning authority. Consultant will facilitate to get approval from Concern Authority.

STAGE: 4

8.5.5. Final Detailed Project Report (DPR)

- (i) The comments of BUIDCo/Gol/GoB and Funding agency, if any, on the DDPR submitted at Stage-3 shall be incorporated and shall be resubmitted as Final DPR.
- (ii) Consultant shall assist BUIDCo/UDHD in posing the DPR to the funding agency to get approval of DPR and sanction of funding.
- (iii) Five (5) Sets of Final Detailed Project Reports, incorporating all revisions deemed relevant following receipt of the comments from BUIDCo shall be submitted as per the schedule.

STAGE: 5

8.5.6. Bid Documents

Bid Documents shall be prepared as per **Standard Bid Documents of GOB/Funding Agency** in packages as agreed/approved in final DPR complete with all schedules, formats, scope of work, technical specifications, BOQ, contract conditions, drawings etc. and shall be got approved from BUIDCo/UDHD.

Five (10) Sets of Final Bid Documents of each package, incorporating all revisions deemed relevant following receipt of the comments from BUIDCo shall be submitted as per the schedule.

9. INTERACTION WITH BUIDCO AND OTHER LINE AGENCIES

- 9.2. During entire period of services, the Consultant shall interact continuously with BUIDCo and provide any clarification as regards methods being followed and carry out modification as suggested by BUIDCo. A programme of various activities shall be provided to BUIDCo and prior intimation shall be given regarding start of key activities such as survey/investigation etc. so that inspections of BUIDCo officials could be arranged in time.
- 9.3. BUIDCo officials and other Govt officials may visit the site at any time, individually or collectively to acquaint themselves with the field investigations and surveys.
- 9.4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

10. DATA AND SOFTWARE

- 10.1. The CDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to BUIDCo at the time of the submission of the DDPR. The data can be classified as follows:

- (i) **Engineering Investigations and Other Studies:** Geo-technical surveys, Hydrological Studies (for proposed cover Nala sites), source water quality analysis, physiochemical Analysis of Wastewater Inventory data for existing water supply/sewerage/drainage facilities (if any), their rehabilitation, new construction requirement etc. in MS EXCEL or any other format which could be imported to widely used utility packages.
- (ii) **Topographic Surveys and Drawings:** All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard design software. The drawing files would be submitted in *.dwg format.
- (iii) **Rate Analysis:** The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the client later for the purpose of updating the cost of the project.
- (iv) **Economic and Financial Analysis.**

10.2. Software

- 10.2.1. Consultant is required to design the cover Nala Sewerage/Drainage works using relevant software like STAAD Pro, Sewer Gems or Sewer Cad/Storm CAD/Auto Sewer/ spread sheet format for Sewerage, drainage.
- 10.2.2. The CDs should be properly indexed and a catalogue giving contents of all CDs and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to BUIDCo at the time of submission of the Final Report.

11. EXPERTISE AND INPUTS

11.1. Personnel Requirement

The Consultant shall be required to form a multi-disciplinary team for this assignment. The consultant Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments. The Consultant's minimum personnel requirements are estimated and shown in Table-1. This contains information about the personnel to be provided by the consultants stating type of expertise and the required skills and experience. The criteria are desirable and not restrictive, such as stating an exact degree might preclude other good candidates from the job. Ultimately, the CVs provided will form the largest component of the evaluation. So it is important that CVs are described well in prescribed format.

Table 3: Personnel Requirement

Sl no	Designation of key Experts	No's of Experts	Man Month
1	Team Leader cum Structural Engineering Expert.	1	6
2	Storm water drainage /cover Nala Expert	1	3
3	Road Expert	1	3
4	Structural Engineer	1	5
5	Survey & Geotechnical	1	1
6	Social and Institutional Expert	1	2
7	Environmental Engineer-cum-EIA Expert	1	1
8	Procurement cum Documentation Expert	1	2
	SUPPORT STAFF		

(i)	Support Engineers (Civil)	1	3
(ii)	Drafting Support/CAD Operator	1	2

The key personnel fielded by the consultant shall not be shifted during the entire period of the services. The basic professional requirements of personnel are also shown in Table-4.

Table 4: Qualification of Personnel	
A	Key Personnel
Team Leader cum structural Engineering Expert	Graduate Civil Engineer/ preferably post graduate Civil/ structural Engineer with at least 20 years experience including at least 15 years experience in the related field including detailed design, engineering & preparation of detailed project reports for (i) Urban Sanitation including cover drainage and sewerage (ii) General civil works sectors. Should have specific experience of two large integrated multi-disciplinary urban infrastructure projects costing more than Rs 200 Cr, in capacity of Team Leader/ Dy. Team Leader.
Storm Water Drainage /cover Nala Expert.	Post Graduate in Civil /Public Health/Hydraulics and Water Resources engineering with at least 10 years experience in including at least 10 years experience in including at least 6 years experience in the design of storm water management including detailed design, engineering & preparation of detailed project reports of drainage system, rain water harvesting and knowledge of preparation of drainage master plan, familiar with specification & provisions of best engineering practices Should have specific experience of one large integrated storm drainage Project costing more than Rs 30 Cr, in capacity of Team Leader/ Dy. Team Leader.
Road Expert	Graduate engineer with at least 12 years experience in the field of structural design including 8 years experience in design of Box Drain used as a road.
Structural Engineer	Graduate engineer with at least 12 years experience in the field of structural design including 8 years experience in design of Drainage/Nala.
Survey & geotechnical	Graduate engineer with at least 10 years experience in the field of Surveying, soil investigations, including experience with drainage/Nala projects.
Social Expert & Institutional Expert.	Master degree in relevant stream with at least 10 years experience in relevant discipline including preparation R&R plan, capacity building and Institutional strengthen.
Environment Management-cum EIA Expert.	Post Graduate in Environmental Engineering or (Environmental science) with at least 10 years experience in conducting EIA/EMP as per MoEF-Gol guidelines.
Procurement cum documentation Expert	Graduate Engineer with at least 10 year Experience of Government procedures with regards to procurement on the basis of item rate, Turnkey etc preferably procurements under Externally aided projects. Experience for cost estimation of different nature of subprojects; including waste water and general civil works, knowledge of preparation of BOQ of percentage rate/item rate/ turnkey bid documents, preparation of bid documents etc.

<u>B</u>	<u>Support Staff(Technical)</u>
Support Engineer	Graduate Engineer (Civil) with at least 3 year experience in required field of design.
CAD Operators	Diploma Engineer (Civil/ Mechanical) as per work requirement with at least 3 year experience in required field in the related sector.

Note:

- Experience of AMRUT/UIDSSMT projects or externally funded projects or working in similar regions would be advantageous/ preferred for all key positions.
- The numbers of man-months for the key personnel are indicative and may change as per periodical reviews of actual requirements during course of execution of contract.
- The CV's of support staff (technical) and Other Experts are not required along with Technical Proposals.
- All above personnel should be computer savvy. All technical personnel viz. key, senior and support should be able to use latest design software, project management software for the respective area of work.

11.2. Replacement of Key Personnel

Key Personnel shall not be replaced by the Consultant without prior permission of BUIDCo. The substitute key personnel replacing the key personnel should be equally qualified or better qualified. Consultancy fee shall be deducted by 10% of man month rate in case of replacement of Team Leader. Consultancy fee shall be deducted by 5% of man month rate for each replacement of other key personnel.

During execution of contract, the expert or person who is not found able to deliver or perform as per the expectation of BUIDCo which is supposed to be within his control, he shall be demobilized by the consultant with immediate effect and arrange his replacement with prior approval of BUIDCo.

11.3. Other Requirements

Consultant shall ensure that their Team Leader/Deputy Team Leader must meet BUIDCo office fortnightly and also when required for meeting/discussion in BUIDCo office. Additionally there field level staff shall be available in project towns during the survey work and investigation works and their details of presence with their contact details shall be made available in BUIDCo so that, if need be, they may be called to BUIDCo office whenever required. Field level staff may leave the project sites only after BUIDCo being satisfied with the survey details submitted.

The consultant shall mobilize all necessary computers, software and all other equipment required to fulfill the job. The consultant shall be responsible for all conveyance and communication facilities etc which may be required to carry out the job and consider these aspects while quoting their financial proposals.

12. WORKING ARRANGEMENTS**12.1. Items to be provided by the Client or Consultant**

- (i) Client will assist in providing related data, maps and plans, drawings and other information available with Government / ULBs for the project town.
- (ii) Office Space, equipment, software and facilities related to the performance of services under the contract shall be arranged by the Consultant at his own cost.
- (iii) Sampling, collection and analysis of water and wastewater as per requirement of CPHEEO Manual and NGBRA Guidelines will be carried out by Consultant at his own cost. Rainfall data of required frequency shall be arranged by Consultant at his own cost.
- (iv) All surveys, tests, investigations, studies, mappings required for satisfactory performance of the service for all project components shall be carried out by Consultant at his own cost.
- (v) The consultant shall take out and maintain adequate insurance of all equipment and reports etc. at his own cost.

13. PAYMENT TO THE CONSULTANTS

- (i) The consultancy charges for performance of the services under the contract shall be paid by the client as per payment schedule given in Terms of Reference.
- (ii) The client shall pay the Consultant, the Service Tax, on prevailing rates as applicable on the consultancy charges.
- (iii) It is expected that consultant has quoted amount considering all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.
- (iv) The Consultant will be paid consultancy fee as a percentage of the quoted price of the specific DPR as per the schedule given below :-

Table 5: Payment Terms

SNo	Description	Payment
1	On submission of Stage-I Report (Inception Report and Quality Assurance Plan) and its approval by BUIDCo	10%
2	On Submission of Stage-2 Reports (Feasibility Report) including survey and investigation reports	20%
3	On approval of Stage-2 Report (Feasibility Report) by BUIDCo	10%
4	On Submission of Stage-3 Reports (Draft DPR)	20%
5	On approval of Stage-3 Reports (Draft DPR) by BUIDCo based on comments of BUIDCo	15%
6	On approval of Stage-4 Reports (Final DPR) after incorporation of comments/suggestion of funding agency (GOI/GOB/AMRUT)	10%
7	On submission of Draft Bid Documents	5%
8	On approval of Bid Documents	10%
	Total	100%

- (v) The client reserves the right to stop the consulting assignment for full or part of the assignment at any stage of its execution by the Consultant in specific cases, if required by funding agency. In the event of such discontinuation of full or part of the assignment, the Consultant shall be compensated to the extent of the work done by it.

14. PROJECT REVIEWS

The project performance of the Consultant will be reviewed by BUIDCo, at regular intervals. Based on the reviews, BUIDCo will suggest the Consultant for the measures to improve the performance in the execution of project component. Before proceeding for next stage there shall be a detailed review of the Consultant's work performance in the previous stages. The proceedings for suspension / termination of Contract shall be as per provisions of General Conditions of Contract under Section-2 of the Contract Agreement.

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Appendix G: Copy of letter of invitation.

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Appendix I: Format for Bank Guarantee for Performance Security.

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Section 1: FORM OF CONTRACT

CONTRACT FOR: *[Please insert name of project]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN : *[BUIDCo(hereinafter referred to as “the Client”)]*

AND : *[Please insert name of Consultant] (hereinafter referred to as “the Consultant”)*

[Please insert nodal officer and communication address of the consultant]

WHEREAS:

A. the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);and

B. the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices
Section 6	Minutes of Contract Negotiation Meeting
Appendices:	

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants’ Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Minutes of Financial/ Contract Negotiations with the Consultant, If any.

Appendix D: Copy of letter of invitation

Appendix E: Copy of letter of acceptance

Appendix F: Copy of Bank Guarantee for Performance Security

Appendix-G: Minutes of the pre-bid meeting, Addendum if any

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Employer shall make payments to the Consultants in accordance with the provisions of

the Contract.

Commencement and Duration of the Services

The Consultant shall start the Services on ____*[please insert date]* ("the Start Date") and shall complete them by ____*[please insert date]* ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed ____ *[please insert total amount in numbers and words]* exclusive of any government tax, if applicable ("the Financial Limit").

4. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

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

For and on behalf of Client

For and on behalf of Consultant

Signature

Signature

Name:

Name:

Date:

Date:

Witness on behalf of Client

Witness on behalf of Consultant

1.

1.

2.

2.

Section 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of Bihar;
- (f) "currency" means the Indian National Rupee;
- (i) "Personnel" means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (o) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 Language

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

1.5 Heading

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

1.6 Notices

- 1.6.2 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC. Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

Employer:

Consultant:

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo),
Khadya Bhawan, 2nd floor, Daroga Rai Path,
R. Block Road No.-2,
Patna-800 001

1.7 Location

The Services shall be performed at such locations as are specified in TOR

- 1.8 Deleted

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative.

1.10 Taxes and Duties

The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as mentioned Employer Notice to begin services.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a
Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- (c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

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

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is

overdue;

- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.2 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful

advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Subconsultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified by Employer

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage's, as necessary and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents.

3.10 Equipment and Materials furnished by the Employer

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

4. CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments

with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personnel and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates

- (c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labour laws.

4.5 Removal and/or Replacement of Personnel

- (a) Once approved by the Employer no changes shall be made in the Key Personnels. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the consultant.

4.6 Team Leader.

The Consultants shall ensure that at all times during the Consultants' performance of the Services a Team Leader, acceptable to the Employer, shall be in charge of the performance of such Services.

5. OBLIGATION OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

- (a) assist the Consultants, Sub consultants and Personnel in arranging work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the agency all such instructions as may be

necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

The consultant shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 The payment shall be made as per Clause 12 mentioned in TOR.

6.2 The payment shall be made through A/c payee cheque, payable at Patna, in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Employer of a bank guarantee of any nationalized bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Employer shall have approved in writing.
- (b) Payment Schedule: The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given in Terms of Reference
- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Employer the work pertaining to the preceding stage.
- (e) The Employer shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills.
- (f) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts

actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc. if required during the execution of the Services

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings. All the designs and drawings for structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All structural drawings for shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Employer against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Employer shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2. Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 24 months whichever is earlier.

7.3. Penalty

In case of delay in completion of services, **a penalty equal to 0.02% of the contract price per day for delay up to first 90 days and 0.05% of the contract price per day for subsequent delay** subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Employer

Consultant shall be liable to indemnify the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him upto 25% of the consulting fee.

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in Clause 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

In case the dispute is not resolved amicably, the matter shall be settled by the arbitrator under the Arbitration and Conciliation Act, 1996 and its decision would be final and binding on both the parties. The Arbitration and Conciliation Act 1996 and the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of the arbitration shall be Patna, Bihar. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Consultant shall continue to perform all its obligations under Agreement without prejudice of final adjustment in accordance with such award.

10. LEGAL JURISDICTION

Any legal dispute arising out of the Consultancy Agreement shall be settled at the Court of Law located at Patna.

11. GOVERNING LAW

This Agreement shall be governed by and constructed in accordance with the laws of India. Neither Client nor the Consultant shall have the right to transfer or assign their responsibilities resulting from this Agreement

12. AMENDMENTS AND MODIFICATIONS

This Agreement constitutes the entire understanding between both the parties relating to the Consultancy and it shall not be amended or modified except as agreed in writing by both the Parties

Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.6.1 The addresses are:

For the Client:

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd
Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road
No.-2, Patna-800 001

For the Consultant:

Attention:

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail or courier, on delivery;
- (b) In the case of telegrams, 24 hours following confirmed transmission; and
- (c) In the case of facsimiles, 24 hours following confirmed transmission.

2.2 The time period shall be “One month” or such other time period as the parties may agree in writing.

6.3 (a) Deleted

ANNEXURE-1(JV)

Format for Joint Venture Agreement

If the application is made by a joint venture of two, the evidence of clear mandate (i.e., in the form of respective Board Resolution duly authenticated by competent authority) by such two firms willing to form joint venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the Joint Venture. A certified copy of power of attorney to the authorized representatives, signed by legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV Agreement shall need to be submitted consisting but not limited to the following provision:-

- a. Name, style and project (s) specific JV with head office address.
- b. Extent (or Equity) of participation of each party in the JV.
- c. Commitment of each party to furnish the Bond money (i.e., Bid security, performance security etc.) in proportion to his participation in the JV.
- d. Responsibility of each partner of JV (in terms of physical and Financial involvement)
- e. Provision for cure in case of non-performance of responsibility by any party of the JV.
- f. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- g. Management Structure of JV with details.
- h. Lead partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- i. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- j. The power of Attorney shall be duly notarized.
- k. Any relevant detail.

APPENDIX- I

FORM OF PERFORMANCE SECURITY

Ref: _____ Bank Guarantee: _____

Date: _____

To,

Managing Director,

Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo),
Khadya Bhawan, 2nd floor, Daroga Rai Path,
R. Block Road No.-2,
Patna-800 001

Dear Sir/Madam,

In consideration of "Managing Director, Bihar Urban Infrastructure Development Corporation"
(hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

_____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated

_____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____

(hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the

Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2015 at _____

WITNESS

(signature) _____ (signature)

(Name) _____ (Name) _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by BUIDCo.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Patna

Section 4: TERMS OF REFERENCE

[As per RFP]

Section 5: SCHEDULE OF PRICES

[As per RFP]

Section 6: MINUTES OF CONTRACT NEGOTIATIONS

APPENDICES