

BIHAR URBAN INFRASTRUCTURE  
DEVELOPMENT CORPORATION  
LTD.(BUIDCO)

Request for Proposal

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For Selection of Project Management  
Consultant

For Sewerage and Storm Water Drainage  
Scheme

Issue Date: 8-10-2017

## **DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Bihar Urban Infrastructure Development Corporation (BUIDCO) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the BUIDCO to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BUIDCO in relation to set up the PMC by hiring qualified experts/specialists /supporting staff. Such assumptions assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BUIDCO, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BUIDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BUIDCO, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

BUIDCO also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. BUIDCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that BUIDCO is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the PMC Services and BUIDCO reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BUIDCO or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BUIDCO shall not be liable in a manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## LIST OF ABBREVIATIONS

BUIDCO	Bihar Urban Infrastructure Development Corporation Ltd.
RFP	Request for Proposal
INR	Indian Rupees
ITC	Instruction to Consultants
MOU	Memorandum of Understanding
QCBS	Quality & Cost Based Selection
LCS	Least cost Based selection

## Letter of Invitation

To:

### All Prospective Bidders

Attention: Mr/Ms .....

- a. **Bihar Urban Infrastructure Development Corporation** (BUIDCo) is entrusted for implementation of Sewerage Scheme, Drainage under State and Central Funding in the state of Bihar. BUIDCo hereby invites sealed proposals through single stage Two envelope system, from experienced and reputed Project Management Consultants to provide following services : -

“Technical support in project preparation, Design and Drawing preparation and review, Quality assurance and Quality control, assist in construction supervision work, procurement of goods/ works/ services and contract management and other works assigned by BUIDCo.”

- b. The detailed scope of the Consultancy Services required by BUIDCo for the above mentioned Project is detailed in Section 4 (Terms of Reference) of the RFP Document.
- c. RFP Document and RFP document Fee: The RFP document can be downloaded from BUIDCo website i.e; [www.buidco.in](http://www.buidco.in). The RFP document cost shall be INR 10,000.00 (Non refundable). Applicants can submit the RFP document cost in the form of bank demand draft payable in the name of Managing Director, BUIDCo, Patna along with their proposal. .
- d. It will be the responsibility of the Consultant who is submitting the proposal on downloaded RFP document to check and see any addendum/corrigendum issued in this regard from the website from time to time and ensure submission of proposal along with all addendum/corrigendum.
- e. Earnest Money Deposit (EMD): The proposals must be accompanied by EMD (Bid Security) of **INR 100,000/- (Rupees One Lakh Only )** in the form of Bank Demand Draft drawn on any Nationalized Bank / **commercial bank of India** . EMD may be also in the form of Bank Guarantee drawn on Nationalized / **commercial bank of India** .
- f. Non-submission of the requisite RFP document Fee and EMD shall lead to summarily rejection of the proposal.
- g. Receipt of Proposals: Proposals must be submitted physically on or before date specified in the Data Sheet not later than **15 Hrs** on **18.10.2017**. Proposals will be opened on the same day at 15:30 Hrs. in presence of Consultants' representatives who choose to attend. BUIDCO will not be responsible for any delay in receiving the RFP documents by the Consultant or in receipt of their proposals. BUIDCO reserves the right to accept/reject any or all proposals without assigning any reason thereof.
- h. A Consultant will be evaluated/ selected under **least cost Based Selection (LCS)** method by giving weightage to and adding the Technical & Financial evaluation scores. Detailed method and procedures including weightage for Technical and Financial score are described in 'Section 2 Instruction to Consultants (ITC) including Data Sheet of the RFP.

- i. **The RFP includes the following documents:**

Letter of Invitation

Section 1 - Instructions to Consultants (including Data Sheet)

Section 2 - Technical Proposal - Standard Forms

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - Standard Contract Document

Yours sincerely,

**Managing Director, BUIDCO**

Bihar Urban Infrastructure Development Corporation

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Email; [mdbuidco@gmail.com](mailto:mdbuidco@gmail.com), Web-<http://buidco.in>

## 2. Section 1: Instructions to Consultants (ITC)

1. Definitions			
S.N	Particulars	Clause	Description
1.1		1.1.1	"Employer means BUIDCoRules, 2013"
		1.1.2	"Client" "Client" means the agency with which the selected Consultant signs the Contract for the Services.
		1.1.3	"Consultant" means the Bidder who may any entity or person that may provide or provides the Services to the Client under the Contract.
		1. 1.4	"Contract" means the Contract signed by the Parties and all the attached documents and the appendices.
		1. 1.5	"Bid Data Sheet (BDS)" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.6	"Day" means a calendar day.
		1.1.7	"Government" means the Government of Bihar. ULB means Urban Local Bodies.
		1.1.8	"Instructions to Consultants (ITC)" means the document which provides Consultants with all information needed to prepare their Proposals
		1.1.9	"LOI" means the Letter of Invitation being sent by the Client to the eligible Consultants.
		1.1.10	"Personnel" means professionals and support staff to be provided by the Consultant to carry out the services assigned by BUIDCo
		1.1.11	"Proposal" means the Technical Proposal and the Financial Proposal
		1.1.12	"RFP" means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.13	"Services" means the work to be performed by the Consultant pursuant to the Contract.
		1.1.14	"Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

		1.1.15	“Terms of Reference” (TOR) means the document included in the RFP 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.
<b>2. Introduction</b>			
2.1		2.1.1	The Client named in the Bid Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents:  Letter of invitation  Section I: Instruction to Consultants (ITC)  Section II: Bid Data Sheet (BDS);  Section III: Bidding Forms;  Section IV: Terms of Reference (TOR);  Section V: Contract Forms
		2.1.3	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Datasheet, for consulting services required for the assignment named in the Bid Data Sheet. The Proposal will be the basis for contract Negotiations and ultimately for a signed Contract with the selected Consultant.
		2.1.4	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 Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Bid Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre- proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2.1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to <b>cancel</b> the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants.
<b>3. Conflict of Interest, etc.</b>			



3.1		3.1.1	<p>The Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.</p> <p>Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p>
	Conflicting Activities	3.1.1.1	<p>A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation of a project and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.</p>
	Conflicting Assignments	3.1.1.2	<p>Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
	Conflicting Relationships	3.1.1.3	<p>A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.</p>

		3.1.2	<p>Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect.</p> <p>Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
		3.1.3	<p>No agency or current employees of the Client shall work as Consultant under their own organization.</p> <p>Recruiting former employees of the Client to work for their former organization is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.</p>
	Unfair Advantage	3.1.4	<p>If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
	Code of Integrity	3.1.5.1	<p>The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</p> <p>Any person participating in the procurement process shall,-</p> <ul style="list-style-type: none"> <li>a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;</li> <li>b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</li> </ul>

			<p>d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</p> <p>f) not obstruct any investigation or audit of a procurement process;</p> <p>g) disclose conflict of interest, if any; and</p> <p>h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
	Breach of Code of Integrity by the Bidder	3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies as per applicable law, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Consultant's Proposal.
		3.1.5.3	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.
	Eligibility	3.2.1	A Consultant firm should be registered in India.
		3.2.2	A Bidder should not have a conflict of interest in the procurement in question as stated in this Bidding document.
		3.2.3	A Consultant shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Bihar/ Government of India or the Procuring Entity under applicable law.

3.3	<b>Pre-Qualifying Criteria</b>	3.3.1	<ul style="list-style-type: none"> <li>• Consultancy firm should have been in operation in India for at least 5 years.</li> <li>• The Average Annual Turnover of the firm in the last three years should be more than/equal to INR 10 Crores.</li> <li>• The consultancy firm should have prepared DPR of at least five towns for each sector projects i.e; (Sewerage , Storm water Drainage) in last 7 years. The prepared DPR must have been approved either by state government or central government.</li> <li>• <b>The Company should have successfully completed PMC/ construction supervision and quality control of at least five projects in each sector (Sewerage and Storm water drainage) in last 7 years in India.</b></li> <li>• <b>The consultancy firm should have experience in providing Technical support for procurement of Goods and services and contract management.</b></li> </ul>
3.4	<b>Joint Venture/ Consortium</b>	3.4.1	<ul style="list-style-type: none"> <li>• <b>No JV is allowed.</b></li> </ul>
3.4	Eligibility of Sub Consultants	3.4.1	Deleted
3.5	Only one Proposal	3.5.1	Consultants shall submit only one proposal either in its name . If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

3.6	Proposal Validity	3.6.1	<p>The Bid Data Sheet indicates how long Consultants „Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete <a href="#">evaluation/</a> negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals.</p> <p>Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
3.7	Bid Securing Declaration	3.7.1	<p>Every Consultant shall have to enclose with its Proposal, a Bid Securing Declaration in the specified format given in Bidding Forms [Section III, Bidding Forms] to the effect that in the event of the Consultant withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful consultant, <a href="#">BUIDCo will forfeit the bid security submitted by the bidder and also</a> it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in one year from the date of debarment.</p> <p>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees in original form and the amount specified in the BDS. Bid Security shall be INR Rupees One Lakh The Bid Security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India or deposited through eGRAS In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned, controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration, the Bidder shall use the form included in Section III, Bidding Forms. Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</p>

			The RFP document cost shall be INR 10,000.00 (Non refundable). Applicants can submit the RFP document cost in the form of bank demand draft payable in the name of Managing Director, BUIDCo, Patna along with their proposal.
<b>4. Clarification and Amendment of RFP Documents</b>			
4.1		4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all shortlisted Consultants. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. It shall also be uploaded on the Procuring Entity's web site <a href="http://www.buidco.in">www.buidco.in</a> , where available.</p> <p>ii. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Consultants who have been issued the RFP by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>

<b>5. Preparation of Proposals</b>			
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Bid Data Sheet.
		5.1.2	In preparing their Proposal, Consultants are expected to examine in detail the RFP document.  Material deficiencies in providing the information requested may result in rejection of a Proposal.
		5.1.3.	For Time Based input, the estimated number of Professional staff- months or the budget for executing the assignment shall be shown in the Bid Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
		5.1.4	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.5	Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Bid Data Sheet. If it indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section III of the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 5.2.1.1 to 5.2.1.7. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.

		5.2.1.1	<p>The Technical Proposal should include:</p> <p>Brief description of the Consultants' organization (approximately 2 Pages) and an outline of recent experience (approximately 10 relevant assignments related to executed in the last five years) of the Consultant and, in the case of <b>joint venture</b>, for each partner, on assignments of a similar nature is required as specified in the ToR sections. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as one of the major firms.</p> <p>Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p>
		5.2.1.2	<p>Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client</p>
		5.2.1.3	<p>A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided in the technical proposal. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.</p>
		5.1.2.4	<p>The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks with time input be provided in Form for Team Composition,</p> <p>Assignment and Key Experts Inputs as specified in the ToR.</p>
		5.2.1.6	<p>CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Consultant in the Technical proposal.</p>
		5.2.1.7	<p>A detailed description of the proposed methodology and staffing for training, if the Bid Data Sheet specifies training as a specific component of the assignment.</p>



		5.2.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.3	Financial Proposals	5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Appendix D of Bidding Forms). It shall include a lump sum figure exclusive of all taxes in INR. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
5.4	Currencies of Proposal and payments	5.4.1	The unit rates and the Prices shall be quoted by the Consultants entirely in <b>Indian Rupees</b> and all payments shall be made in Indian Rupees., unless otherwise specified in Bid Data Sheet.
5.5	Taxes	5.5.1	The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet. Information on taxes in India is provided in the Bid Data Sheet.
<b>6. Submission, Receipt and Opening of Proposals</b>			
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1 of RFP.
		6.1.2	<p>The Consultant or a person authorized by the Consultants shall sign all pages of the original technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</p> <p>The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p>

		6.1.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Bid Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "Do Not Open, Before [insert the time and date of the submission deadline indicated in the Bid Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
		6.1.4	The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client no later than the time and the date indicated in the Bid Datasheet, or any extension to the date.
		6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
		6.1.6	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants or their authorized representatives who choose to attend in person on the opening date, time and the address as stated in the Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC Clause 7.4

		6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of Proposal Document price, if any, Bid Securing Declaration, Proposal processing fee or user charges, if any (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Data Sheet.
<b>7. Proposals Evaluation</b>			
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
7.2	Evaluation of Technical Proposals	7.2.1	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
7.3	Financial Proposals for Least Cost Based Selection (LCB)	7.3.1	The financial proposal shall be opened only for consultant who obtained equal of above 80 marks in technical proposal. The minimum cost quoted by the technically successful consultant shall be called for price negotiation.

7.4	Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)	7.4.1	After the technical evaluation is completed, the Client shall inform those Consultants whose Technical Proposals did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Consultants that have secured the minimum overall technical score and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the <a href="http://www.buidco.in">BUIDCo Website i.e; www.buidco.in</a> . The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person) is optional and is at the Consultant's choice.
		7.4.2	The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Consultants or their representatives whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The Consultants or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.
	Correction of Errors	7.4.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
		7.4.3.1	If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the

			total Proposal cost.
7.5	Taxes	7.5.1	The Client's evaluation of the Consultant's Financial Proposal shall be basis of basic rates, totality, applicable taxes shall be paid extra as per rule
7.6	Conversion to Single Currency	7.6.1	Deleted
7.7	Evaluation in case of Quality cum- Cost-Based Selection (QCBS)	7.7.1	<p><b>Price Bid Parameters</b></p> <p>Bidders are required to offer their best prices for the services only in the format of the price bid given in this RFP document. Price offer in any other format will rejection of the bid and disqualification of the bidder from the evaluation process.</p>
		7.7.2	<p><b>Evaluation of Price Bids and Ranking</b></p> <p>The price bids of only technically successful bidders whose technical Bids have been awarded <b>80</b> or more marks by the Committee will be opened.</p> <p>The minimum cost quoted by the technically successful consultant shall be called for price negotiation.</p>
		7.7.3	Deleted
<b>8. Negotiations and Clarifications</b>			
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant or its authorized representative.
8.2	Availability of Key Experts	8.2.1	<p>The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre- requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 3.6 of the ITC.</p> <p>Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p>

8.3	Technical negotiations or clarifications	8.3.1	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
8.4	Financial negotiations or clarifications	8.4.1	The negotiations include the most reasonable rates, clarification of the Consultant's tax liability in India and how it should be reflected in the Contract.
8.5	Conclusion of the negotiations	8.5.1	The negotiations will conclude with a review of the finalized draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract.
<b>9. Award of Contract</b>			
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the Successful Consultant in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA). The acceptance of an offer is complete as soon as the letter of acceptance is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal. In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost within a period specified in the Bid Data Sheet or where the period is not specified in the Bid Data Sheet, then <b>within fifteen days from the date on which the LOA</b> is dispatched to the successful Consultant. Client shall promptly notify all Consultants who have submitted proposals about the acceptance of the successful offer and also place this information on the <a href="http://www.buidco.in">BUIDCo's website address www.buidco.in</a>
		9.1.2	If the Consultant, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. BUIDCo shall forfeit the bid security deposited by the bidder. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest or most advantageous responsive Proposal.
		9.1.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
		9.1.4	Refer to Bid Data Sheet for the type of consultancy

			contract [Time Based or Lump Sum Based Contract]
9.2	Performance Security	9.2.1	Deleted
		9.2.2	The amount of <b>Performance Security shall be 5% ( Five Percent)</b> , or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees.
		9.2.3	<p>Performance Security shall be furnished in one of the following forms as applicable-</p> <p>(a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(b) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in</p> <p>ITB Sub-Clause 3.10 [Bid Security]; or</p> <p>(c) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged</p> <p>by the Bidder in advance. The Procuring Entity shall ensure before</p> <p>accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p>
		9.2.4	Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.
		9.2.5	<p>Failure of the successful Bidder to submit the above-mentioned</p> <p>Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring</p>

			Entity to be qualified to perform the Contract satisfactorily.
		9.2.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <ol style="list-style-type: none"> <li>i. when the Bidder does not execute the agreement in accordance with ITC within the specified time; after issue of letter of acceptance; or</li> <li>ii. when the Bidder fails to commence the Works as per Work order within the time specified; or</li> <li>iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or</li> <li>iv. when any terms and conditions of the contract is breached; or</li> <li>v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or</li> <li>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the applicable state government procurement Rules and this Request for Proposal.</li> </ol> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be contingent upon the type of Contract as specified in the Bid Data Sheet.
<b>10. Confidentiality</b>			
10	Confidentiality	10.1	In addition to the restrictions specified in applicable state government procurement Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.



**Section-3**

**BID DATA SHEET (BDS)**

<b>Sl.No.</b>	<b>Item</b>	<b>Data</b>
01.	Selection of Consultants.	Least cost based selection
02.	Name of the Employer	BUIDCo
03.	Validity of the Proposals	120 days from the deadline of submission of proposal
06.	Pre-bid Meeting : time, date and venue	<b>Date/Time: 10.10.2017 at 15 Hrs</b> <b>Venue:</b> Conference Hall, BUIDCo, SFC Building, 2 <sup>nd</sup> floor, Daroga Rai Path
07.	Last date of submission of Bid	<b>18.10.2017 till 15 Hrs</b>
08.	Opening of Technical Proposal	<b>18.10.2017 till 15:30 Hrs</b>
09.	Name, Address and contact of the Employer for correspondence	Managing Director Bihar Urban Infrastructure Development Corporation Ltd., (BUIDCO), SFC Building, 2 <sup>nd</sup> floor, Daroga Rai Path, Road no-2, R- Block, Patna 800001
10.	Cost of RFP Documents	<b>Rs. 10,000.00 ( Rs Ten Thousand Only )</b>
11.	Earnest Money Deposit (EMD)	<b>Rs. 100,000.00 ( Rs. One Lakh Only)</b>
12.	Minimum Technical Score	80  (The Consultant will have to give a powerpoint presentation, date for presentation will be intimated by BUIDCo. The proposed team leader will have to give the presentation)
13.	Weightage to be applied to the Technical and Financial Proposal Score	Deleted
14.	Contract commencement date	Within 28 days after award of work
15.	Period of completion of assignment/consultancy	3 years

16.	Proposals shall be submitted in the Following language (English/Hindi/ Both	<b>English</b>																											
17.	The format of the Technical Proposal to be submitted is: FTP or STP	<b>FTP</b>																											
18..	Estimated Man months	<b>192 Man Months</b>																											
19.	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation(Yes/No):  If affirmative, the Client will reimburse the Consultant for indirect local taxes (including service tax)and duties(Yes/ No):	<b>Yes, basic rates will be quoted by bidder in price bid in respective column separately. All applicable taxes shall be paid extra as per GST.</b>  <b>Yes</b>																											
20.	Submission/receipt/opening of proposal	<b>Bidders shall submit their Bids in SEALED and HARD BOUND form only.</b>  <b>Technical Proposal: 1 (One ) Original and 1 (One) Copy</b>  <b>Financial Proposal- 1 (One) Original and 1 (One) Copy</b>  <b>The Technical Proposal must contain RFP document Fee and EMD.</b>																											
21.	<b>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</b>																												
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Criteria</th> <th>Graded Marks</th> <th>Max Marks</th> <th>Testimonial to be presented</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Av. Annual Turnover of the Firm in the last 3 years</td> <td></td> <td><b>06</b></td> <td>Letter Certified by CA along with Audited Balance Sheet</td> </tr> <tr> <td></td> <td>Turnover <math>\geq</math> 10 Cr &lt;15 Cr</td> <td>4</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Turnover <math>\geq</math>15 Cr.</td> <td>6</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Specific experience of the</td> <td></td> <td><b>24</b></td> <td></td> </tr> </tbody> </table>				Sr. No.	Criteria	Graded Marks	Max Marks	Testimonial to be presented	1.	Av. Annual Turnover of the Firm in the last 3 years		<b>06</b>	Letter Certified by CA along with Audited Balance Sheet		Turnover $\geq$ 10 Cr <15 Cr	4				Turnover $\geq$ 15 Cr.	6			2.	Specific experience of the		<b>24</b>	
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	Turnover $\geq$ 15 Cr.	6																											
2.	Specific experience of the		<b>24</b>																										

	bidder related to the Assignment			
	Experience in preparation of DPR (Sewerage and Drainage) with approval in last 7 years			Sanction letter by the funding agency to be attached with the proposal
	DPR in each sector $\geq$ 5 numbers <8 nos.	8		
	DPR in each sector $\geq$ 8 numbers	12		
	<b>Experience in PMC/ construction supervision and quality control of at least five projects in each sector (Sewerage and Storm water drainage) in last 7 years in India</b>			Completion certificate from client (must include STP, drainage, Sewerage network project)
	PMC in each sector $\geq$ 5 numbers <8 nos.	8		
	DPR in each sector $\geq$ 8 numbers	12		
<b>3.</b>	<b>Approach &amp; Methodology</b>		<b>20</b>	Detailed Technical Bid and Plan on the lines of structure presented here. Presentation to be given by the proposed Team Leader
a.	Understanding the Scope of Work	4		
b.	Approach & Methodology suggested	4		
c.	Adequacy of the proposed work plan	4		
d.	Presentation to BUIDCo	8		
<b>4.</b>	CVs of proposed Project Staffs		<b>50</b>	CVs of proposed personnel. BUIDCo reserves right to interview the candidate . Expert's availability confirmation along with the Educational Qualification and Experience certificates need to be submitted to BUIDCo.
a.	Sewerage cum Drainage Expert-1 No.	10		
b.	Procurement Expert – 1 No.	10		

	c.	Contract Management Specialist – 1 No.	8		during Contract Negotiation meeting.												
	d.	Manager/ QA&QC – 1 No.	8														
	e.	Structural Engineer / Designer – 1 No.	10														
	f.	Surveyor	2														
	g.	CAD Operator	2														
	<b>Total Score</b>			<b>100</b>													
22	<p>Qualifications and competency of each of the key professional as mentioned above will be evaluated separately. The marks for key professionals will be further divided as under:</p> <table border="1"> <tr> <td>a.</td> <td>Educational Qualification</td> <td>30%</td> <td>For minimum qualification-20% For preferred qualification- 10%</td> </tr> <tr> <td>b.</td> <td>Length of Experience</td> <td>40%</td> <td>For minimum years of experience-20%, 5% For each year experience maximum to 40%</td> </tr> <tr> <td>c.</td> <td>Relevant project experience</td> <td>30%</td> <td>Experience of Sewerage system and STP project and Storm water drainage projects, Gol funded projects or externally aided projects Atleast 5 projects- 20%, 5% for each project maximum to 30%</td> </tr> </table> <p>Note:</p> <ol style="list-style-type: none"> <li>CVs for Key Experts will be evaluated only.</li> <li>Age of Key Experts should not exceed 55 years.</li> <li>It is mandatory for the firm to secure minimum <b>80%</b> marks during technical proposal evaluation. Proposals securing less than 80% marks will be considered non-eligible and disqualified.</li> </ol>					a.	Educational Qualification	30%	For minimum qualification-20% For preferred qualification- 10%	b.	Length of Experience	40%	For minimum years of experience-20%, 5% For each year experience maximum to 40%	c.	Relevant project experience	30%	Experience of Sewerage system and STP project and Storm water drainage projects, Gol funded projects or externally aided projects Atleast 5 projects- 20%, 5% for each project maximum to 30%
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22.	Expected date and address for contract negotiations:	To be intimated later to the shortlisted Consultant by BUIDCo.
23.	The time period within which the successful Consultant shall have to submit performance Security and sign the Contract Agreement after issue of LOA or LOI by the Client is:	<b>LoA shall be issued by BUIDCo to successful bidder.</b>  <b>The contract agreement will have to be signed between the Client and the successful bidder within 15 days from the sign of LOA.</b>
24.	Expected date and location for commencement of consulting services are:	<b>1 week after signing of contract</b>
25.	The consultancy contract will be a: Lump Sum Based Contract Time Based Contract [choose one of the above]	Time Based Contract
26.	For a time based Contract invoice shall be due on: Submission of the Deliverable	<b>Monthly basis</b>
27.	For Lump Sum Contracts, Expenses over and above the Professional Fees [insert "will" or "will not"] be paid by the Client. If yes, specify expenses:	<b>No</b>
28.	For a Time Based Contract invoice shall be raised by the Consultant on: Weekly Basis Fortnightly Basis Monthly Basis Quarterly Basis Semi-annually Basis Annually Basis [choose one of the above]	<b>Monthly Basis</b>
29.	For a Time Based Contract: The Client shall pay the Consultant for Services rendered at the rate(s) per person month spent (or per day spent or per hour spent, subject to a maximum of [insert no. of hours] hours per day) in accordance with the rates agreed.	<b>Per person per month, The project period shall be of 3 years.</b>  <b>The Contract period shall commence within 15 days after the issue of work order.</b>
30.	Office Space to be provided by Client	<b>Yes, only office space will be provided at Patna.</b>

		However, Consultant has to bear all expenses towards setting up office including furnitures and other necessary consumables.
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**Note:**

- i. Bidder must submit a Proof of registration of the legal entity for the proof as existence in consultancy services.*
- ii. Bidder must submit copy of work orders and its performance certificates of assignments issued by client.*
- iii. Bidder must submit Copy of Service Tax Registration and PAN Card*
- iv. Bidder should submit copy of CA certified Annual average turnover along with Audited balance sheet of immediate last three consecutive financial years preceding the current financial year  
(Year, 2014-15, 2015-16, 2016-17)*
- v. A bidder debarred shall not be eligible to participate in any procurement process undertaken by,- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.*

## **Section 4**

### **Technical Proposal - Standard Forms**

**LETTER OF PROPOSAL SUBMISSION**

[Location,  
Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal **separately** sealed under a separate envelope and requisite EMD and bid processing fees..

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.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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:



**Form 2: Consultant's organization & experience**

**Form 2A: Format for Details of Consultant**

**1. Details of Consultant**

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GST Registration Number (copy).	:	
j.	Permanente Account Number (copy).	:	
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

**Form 2B: Format for Financial Capability of the Consultant**

( INR in Crores)

<b>Consultant*</b>	------(Name of Consultant)			
<b>FY</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Total</b>
<b>Annual Turnover</b>				
<b>Net Profit</b>				
<b>Certificate from the Statutory Auditor</b>				
This is to certify that .....(name of the Consultant) has received the payments and earned net profit shown above against the respective years.				
Name of the audit firm:				
Seal of the audit firm				
Date:				
(Signature, name and designation of the authorised signatory)				

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- \* Any Consultant should fill in details as per the row titled Annual turn over and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

## Form 2C: Experience in similar assignments

List projects in the last **seven** years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

**Note:** The first 3 Project Data Sheets ( alongwith certificates) submitted by the bidder will be evaluated only.

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

**A - On the Terms of Reference**

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

**B - On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer including: administrative support, office space, Domestic transportation, equipment, data, etc.]

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, 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. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), 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 Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Name of Expert	Area of Expertise	Task Assigned	Employment Status with Firm (full-time/ other)	Education/ Degree (Year / Institution)

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:  
 [For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:  
 [Insert name of firm proposing the staff]:
3. Name of Staff:  
 [Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:  
 [Indicate college/university and other specialized education of staff member, giving

names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/project:

Year:

Location:

Employer:

Main project

features:

Positions held:

Activities

performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized

Place: representative of the staff]

[Full name of authorized representative]:





**Section 4.**

**Financial Proposal - Standard Forms**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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 Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

<sup>1</sup> Sub Total (A) as per Form FIN 2

**FORM FIN-2**

**SUMMARY OF COSTS**

S.No.	Particulars	Form	Amount in Rupees *	Amount in words
<b>A. Competitive Components</b>				
1	Remuneration	FIN 3		
2	With GST			
<b>GRAND TOTAL</b>				

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

**FORM FIN-3**

**BREAKDOWN OF REMUNERATION  
(Professional Staff and Support Staff)**  
(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Rates (A) in Rupees	Month Man	Proposed Months (B)	Total Amount in Rupees.*	
						(A)*(B)	
Key professionals *1							
1							
2							
3							
4							
	Total						

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words) :

\*

**Total Reimbursable: = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

**APPENDIX**  
**NOTE FOR PREPARATION OF FINANCIAL PROPOSAL**

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3** Remuneration
  - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
  - (ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as per follows:
    - 1 year = 12 months = 288 working days (As per BUIDCo's Leave Rule)
  - (iii) Support Staff is also included in this form.

**Section 5**

**Terms of Reference**





## Terms of Reference

### **1. OBJECTIVES:**

The objective of the assignment is to provide direct assistance to *BUIDCo* for providing Project Management Consulting Services to *BUIDCo* ensuring proper construction supervision of different infrastructure schemes that will include , sewerage, storm water drainage etc.. The Project Management Consultant will work closely with *BUIDCo* and will assist in operationalizing the procedures for , sewerage, drainage and STP schemes in Bihar. The main role of the selected consultant shall be

“Technical support in project preparation, Design and Drawing preparation and review, Quality assurance and Quality control, assist in construction supervision work, procurement of goods/ works/ services and contract management and other works assigned by *BUIDCo*.”

### **2. SCOPE OF WORK**

#### **3.1 Project Management**

- i. Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- v. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

### **3.2 Survey, Studies and Investigations**

- i. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans etc.
- ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- iii. Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- vi. Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

### **3.3 Feasibility Study**

- i. Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyse Future projections & demand assessment;
- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each sup projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- v. Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;

- vii. Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

### **3.4 Construction Supervision and Contract Management**

- i. Providing advice and guidance to the *municipal Corporation / Council of the City / Urban Development department of the State* for modern procedures and guidelines for project implementation and management in general.
- ii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iii. Contract administration and Management of the Subprojects;
- iv. Prepare construction supervision manual and maintenance manual;
- v. Interpretation of the technical specifications for each subproject
- vi. Supervise and monitor construction work of each contract package;
- vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
- viii. checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
- ix. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;
- x. Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;
- xi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;
- xii. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xiii. Monitor implementation of environmental standards and safeguards and if any Resettlement Plans;
- xiv. Establish Quality assurance system including verification of source of material and certification;
- xv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;

- xvi. Supervising the construction of the various contract packages for the related outputs of the Program
- xvii. Record the work measurement and certify the contractor's bill;
- xviii. Assist the Client in interim and final certification of the bills of payment;
- xix. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xx. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
- xxi. Assist third party inspections, if necessary, as decided by Client;
- xxii. Assist State Government/ Urban Local Bodies in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and tree-cutting etc.
- xxiii. Proof checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts
- xxiv. Review and finalise the "as built" drawings submitted by Contractor;
- xxv. Assist the Client in issue of completion certificates;
- xxvi. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxvii. Prepare on behalf of *municipal Corporation / Council of the City / Urban Development department of the State*, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to State Government;
- xxviii. Assist *municipal Corporation / Council of the City / Urban Development department of the State* in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client;
- xxix. Assist City/ State Government in third Stage consultation during construction of sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation

#### 4 TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

##### 4.1 Team Composition

The PMC are expected to provide support to BUIDCo for duration of 3 years. **The total duration of the assignment shall be 36 months.**

Sr No	Position	Nos	Duration (months)	Total Input ( in Man-Months)
<b>A. Key Expert Position: ( CVs to be evaluated )</b>				
1	Sewerage cum Drainage Expert	01	36	36
2	Procurement Expert	01	36	36
3	Contract Management Specialist	01	36	36
4	Manager QA/QC	01	36	36
5	Structural Engineer / Designer	01	36	36
6	Surveyor	01	6	6
7	CAD Operator	01	6	6
<i>Total (a)=</i>				192

#### 4.2 Qualification Requirements for the Key experts

Sl. No	Experts Title	Qualifications &Skills	Experience
<b>A. Key Experts:</b>			
01	Sewerage Expert Cum Drainage Expert	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• Post Graduate in Civil Engineering (or Post graduate in Environmental engineering) with specialization in Environmental Engineering/ Public Health Engineering shall be advantage</li> <li>• He should have comprehensive knowledge of project preparation, its implementation as per the contract, planning, reporting, progress presentation etc</li> </ul>	<ul style="list-style-type: none"> <li>• He should have minimum 20 years post qualification experience. Within 20 years of total work experience, he should have worked in at least 5 projects (including both sewerage and drainage project, GOI funded or externally aided projects) in the field of design and implementation of sewerage network, STP and Storm water drainage project.</li> <li>• He should have been involved in preparation of DPR for Sewerage network and STP project and Storm water Drainage project.</li> <li>• Experience in Preparing Waste Water/ Sewerage and Drainage master plans for cities</li> </ul>
02.	Procurement expert	<ul style="list-style-type: none"> <li>• Bachelor's degree in engineering</li> <li>• Post Graduate in any discipline shall be preferred</li> </ul>	<ul style="list-style-type: none"> <li>• He should have a minimum of 10 years working experience in procurement of public works. Familiarity with the World Bank's 'Guidelines: Procurement of Goods, Works and Non-Consulting Services;' and 'Guidelines: Selection and Employment of Consultants,' and</li> </ul>

			<p>Bank's Standard RFP documents, Bidding Documents and FIDIC conditions of contract is essential.</p> <ul style="list-style-type: none"> <li>• He should have worked in at least 5 projects, including both sewerage and drainage projects, (GOI or World Bank funded projects) as a procurement specialist/ expert.</li> </ul>
03.	Contract Management Specialist	<ul style="list-style-type: none"> <li>• Bachelor's degree in engineering</li> <li>• Post Graduate in Contract Management shall be preferred</li> </ul>	<ul style="list-style-type: none"> <li>• He should have a minimum of 10 years working experience in contract management of public works. Familiarity with the World Bank's 'Guidelines: Procurement of Goods, Works and Non-Consulting Services;' and 'Guidelines: Selection and Employment of Consultants,' and Bank's Standard RFP documents, Bidding Documents and FIDIC conditions of contract is essential.</li> <li>• He should have worked in at least 5 projects, GOI or World Bank funded projects, (including both sewerage and drainage projects) as a contract management specialist/ expert.</li> </ul>
04.	Manager QA&QC	<ul style="list-style-type: none"> <li>• Bachelor degree in Civil Engineering</li> <li>• Master's degree in civil/ mechanical engineering will have further advantage</li> </ul>	<ul style="list-style-type: none"> <li>• He should have a minimum of 10 years working experience in the field of QA &amp; QC.</li> <li>• He should have worked as a QA QC engineer at least for 5</li> </ul>

			projects (including both sewerage and drainage). The projects shall be either GOI funding or externally aided projects.
05.	Structural Engineer / Designer	<ul style="list-style-type: none"> <li>• He should have ME in structural engineering.</li> </ul>	<ul style="list-style-type: none"> <li>• He should have minimum 10 years work experience in structural design.</li> <li>• Should have completed structural design of civil components of sewerage system projects including SPS and STP.</li> <li>• He should have completed structural design of SPS and STP and SWD, five projects all together. The projects should be GOI funded or externally aided projects.</li> </ul>
06	Surveyor	<ul style="list-style-type: none"> <li>• He should have bachelor degree in surveying</li> </ul>	<ul style="list-style-type: none"> <li>• He should be have minimum 5 years experience of conducting survey with total station, GIS etc.</li> <li>• Should have completed survey work of minimum 5 projects (including both sewerage and drainage) funded by GOI or externally aided.</li> </ul>
07	CAD Operator	<ul style="list-style-type: none"> <li>• He should have done Bachelor degree in any discipline with Auto CAD training</li> </ul>	<ul style="list-style-type: none"> <li>• Should have 5 years experience of using Auto CAD.</li> <li>• Should have worked in at least 5 projects as a cad operator.</li> </ul>



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

As a minimum, following are the deliverables:

- **Inception Report** in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- **Monthly Progress Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- **Quarterly and Yearly Progress Reports**
- Any other reports as required by State / ULBs.
- All reports will be submitted to State / ULBs in agreed time frame.

Since the Services consist of the supervision of civil works, the following action will require prior approval by the Client:

Taking any action under a civil works contract designating the Consultant as “Engineer Representative”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”

Further to above the consultant shall work as per daily direction of BUIDCo. The consultant shall set up his office at the space given by BUIDCo in Patna.

## **6 Payment Schedule**

(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee.

The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.

(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;

**Section 6. Standard Form of Contract**



**STANDARD FORM OF CONTRACT**

**Consultants' Services**

## Contents

- I. Form of Contract
- II. General Conditions of Contract
  - 1. General Provisions
  - Commencement, Completion, Modification and Termination
  - 2. of Contract
  - 3. Obligations of the Consultant
  - 4. Consultants' Personnel and Sub-Consultants
  - 5. Obligations of the Employer
  - 6. Payments to the Consultant
  - 7. Fairness and Good Faith
  - 8. Settlement of Disputes
  - 9. Liquidated Damages
  - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
  - Appendix A – Description of Services
  - Appendix B - Reporting Requirements
  - Appendix C - Staffing Schedule
  - Appendix D - Cost Estimates in Foreign Currency
  - Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

**I Form of Contract**

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

**[Note:** *If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]*

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing Schedule
    - Appendix D: Breakdown of Contract Price
    - Appendix F: Duties of the Employer
  
2. The mutual rights and obligations of the Client and the Consultant 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) the Client shall make payments to the Consultants in accordance with the provisions of the 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 *[name of Client]*

\_\_\_\_\_

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

\_\_\_\_\_

*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.]*



## General Conditions of Contract

### 1. General Provisions

**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 in India for the time being.

(b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Member” means any of the entities that make up the **joint** venture/consortium/association; and “Members” means all these entities.

(k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "Third Party" means any person or entity other than the "Employer", or the Consultant.

(r) "In writing" means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties :** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

#### **1.5 Notices**

1.5.1 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 post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

**1.7 Authority of Lead Partner:** In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However,

each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

**1.8 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 Consultant may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### **1.10 Fraud and Corruption**

**1.10.1 Definitions:** It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.10.2 Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**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 specified in the SC, either Party may, by not less than twenty one (21) days 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 Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**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 other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

### **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, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events

and which has caused the non-performance or delay in performance, 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 extreme 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 by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability 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 continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(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 case 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 written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 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 Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

**2.9.2 By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

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

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) 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 Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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 GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 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 CONSULTANT**

#### **3.1 General**

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

**3.2 Conflict of Interests:** The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its 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 payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply



with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, 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 coverages specified in the SC, 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 therefore have been paid.

**3.5 Accounting, Inspection and Auditing:** The Consultant (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 changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from 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" or the Employer, if so required by the "Employer" or the Employer as the case may be.

**3.6 Consultant's Actions Requiring "Employer"'s Prior Approval:** The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the

Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

**3.7 Reporting Obligations:** The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultant to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant 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 Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer”'s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:** Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly 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 Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”'s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

**3.10 Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

#### **4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS**

**4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are

described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer”’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

**4.4 Removal and/or Replacement of Personnel:** (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the 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 Personnel, then the Consultant shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel

provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager :** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE "EMPLOYER"**

**5.1 Assistance and Exemptions :** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the "Employer":** (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

**5.4 Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the

Consultant 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 Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter 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 Consultant to the "Employer" within thirty (30) days after receipt by the Consultant 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.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 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.

**7.2 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 GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed [ ] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [ ]% of total cost of the services for every week or part thereof for the delay.

## **10. Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.



(vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

### **1. Performance Security**

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	Deleted
2	1.7	JV not allowed
3	1.8	The Authorized Representatives are:  For the "Employer": Chief General Manager, Bihar Urban Infrastructure Development Corporation Ltd Government of Bihar  For the Consultant:
	1.9	(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.  b) Tax will be deducted at source as per the prevailing Income Tax Rules.
4	1.10.3	Not Applicable
4	2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the "Employer" (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	
6	2.3	
7	2.4	
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
9	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <p>Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy;</p> <p>Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;</p> <p>Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Any other law/rule as applicable in India.</p>
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	<p>(i) 5% of the Contract Value will be paid in <b>advance</b>, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First instalment of recovery shall be effected from each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.</p> <p>(ii) <b>Remuneration of Personnel</b> as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>(iii) <b>Payment for Reimbursable Expenses</b> as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		(iv) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4
13	8.3	The Arbitration proceedings shall take place in New Delhi in India.
14	11	The Performance Security amount is 5% of the Contract value.

Binding signature of Employer Signed by \_\_\_\_\_

Binding signature of Consultant Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence  
of (Witnesses)

- 1.
- 2.

#### IV. Appendices



## **APPENDIX A – DESCRIPTION OF SERVICES**

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

## **APPENDIX B - REPORTING REQUIREMENTS**

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

## **APPENDIX C – STAFFING SCHEDULE**

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

## **APPENDIX D – Total COST OF SERVICES IN**

( Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

## **APPENDIX E - DUTIES OF THE “EMPLOYER”**

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).