

NATIONAL COMPETITIVE BIDDING THROUGH E-PROCUREMENT

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**Short Term Tender Notice
For**

**Selection of Agency for In-Situ Treatment of Sewage through
Bioremediation / Phytoremediation or any other remediation
measures for Treatment of the Nallas joining the river Ganga
in Bihar under Namami Gange Programme**

OCT-2019

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Section 1. Notice Inviting Short Term Tender

RFP No.

Date:

1. 'Namami Gange Programme', is an Integrated Conservation Mission, approved as 'Flagship Programme' by the Union Government in June 2014 with budget outlay of Rs. 20,000 Crore to accomplish the twin objectives of effective abatement of pollution, conservation and rejuvenation of National River Ganga. The National Mission for Clean Ganga (NMCG) under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, is the funding agency for Namami Gange Programme and intends to apply a part of the said budget outlay towards payments under the contract for work detailed below.
2. Bihar Urban Infrastructure Development Corporation Ltd (BUIDCo), the "Authority", is a flagship company owned by Government of Bihar. Incorporated in 2009, BUIDCO is mandated to execute and accelerate urban infrastructure projects in the State of Bihar. These infrastructure projects are mainly classified into ten categories e.g. 24x7 Water Supply Projects, Sewerage and Sewage Network Projects, Storm Water Drainage Projects, Solid Waste Management Projects, Urban Transport Projects, Affordable Housing Projects, Riverfront Development Projects, Urban Street Light Projects, Commercial Market Development Projects and Urban Beautification Projects (parks etc.). BUIDCo is also a nodal executing agency of Government of Bihar for implementing JNNURM, NGRBA, Asian Development Bank and World Bank funded urban projects. BUIDCo is governed by board of directors and is chaired by the chairman and managing director of the agency.
3. The treatment of the Nallas joining river Ganga through innovative & eco-friendly technology of Bioremediation / Phytoremediation or any other remediation measures will reduce the volume of sewage and domestic waste reaching River Ganga. Bioremediation / Phytoremediation or any other remediation measures will help to achieve water bodies 'discharge quality' criteria of CPCB for all major parameters.
4. Bidding will be conducted through the National Competitive Bidding and is open to all eligible bidders. Bids will be received only through (Through e-procurement mode only – www.eproc.bihar.gov.in).
5. Bihar Urban Infrastructure Development Corporation (BUIDCo) has invited Bids from the eligible agency for "Bioremediation / Phytoremediation or any other remediation measures based treatment of Nallas joining river Ganga in the State of Bihar".
6. The RFP includes the following documents:
 - Section 1 – Notice Inviting Tender
 - Section 2 - Instructions to Bidders
 - Section 3 – Eligibility and Evaluation Criteria
 - Section 4 – Term of Reference

Name of the Work	Bid Security	Bid processing fee	Cost of bidding document	Period
Selection of Agency for Bioremediation / Phytoremediation or any other remediation measures Based Treatment of the Nallas joining the river Ganga in Bihar under	Rs. 5,00,000/-	Rs. 1180/-	Rs. 10,000/-	12 Months
Place & Date of Pre-bid meeting:	Date: 25.10.2019 Time: 03:00 PM. BUIDCo Office, Near Rajapur Pul, West Boring Canal Road, Patna – 800001.			
Date of downloading of bid document:	From 21.10.2019 to 04.11.2019 up to 04:00 PM through website www.eproc.bihar.gov.in			
Last date and time for receipt (Upload) of bids	Date 05.11.2019 up to 03:00 PM Through website www.eproc.bihar.gov.in			
Last Date and time for Submission of hard copy of bid	Date 06.11.2019 up to 03:30 PM			
Time and date of opening technical bids:	Date 06.11.2019 Time 04:00 PM			
Time and date of opening financial bids	To be communicated later on.			
Period of bid validity:	120 Days			
Officer inviting tender:	Chief Engineer (DPM), BUIDCo.			

7. For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at mdbuidco@gmail.com / cebuidco@gmail.com / pdhqbuidco@gmail.com.
8. Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.
9. Bids along with necessary online payments must be submitted through e-procurement portal

www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons.

10. The tender documents can be obtained through website www.eproc.bihar.gov.in
11. Bid document cost should be paid by draft of any scheduled banks payable in favour of Managing Director, BUIDCo. Original Bank Draft will have to be submitted in the office of Managing Director, BUIDCo, Near Rajapur Pul, West Boring Canal Road, Patna – 800001 on or before 03:30 PM on 06.11.2019 failing which the tender will be rejected.
12. All the information/corrigendum/addendum related to the project shall be published on the website www.eproc.bihar.gov.in and www.buidco.in. The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
13. All the information/corrigendum/addendum related to the project shall be published on the website www.eproc.bihar.gov.in and www.buidco.in. The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
14. Further details of works can be obtained from the office of Executive Engineer (Design, Planning, and Monitoring) BUIDCo. For clarification, regarding the E –tendering process, please contact e-procurement, Helpdesk, first Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna – 800 001, Telephone no. 0612-2523006, Mobile No –07542028164.

Yours sincerely,

**Chief Engineer,
Design, Planning & Monitoring
Bihar Urban Infrastructure Development
Corporation (BUIDCo), Patna**

Section 2. Instructions to Bidders

Instructions to Bidders

- 1. Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid. BUIDCo in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the RFP document.

4. Preparation of Bids

- 4.1 Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
- 4.2 Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- 4.3 Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.

5. Clarifications by Bidders

- 5.1 Bidders requiring any clarification on the RFP document may contact BUIDCo in writing by e-mail/ post/ courier within such date as specified above.
- 5.2 All correspondence for clarifications should be submitted to the following address in writing by Mail/ post/courier:

Bihar Urban Infrastructure
Development Corporation,
(BUIDCo),
Near Rajapur Pul.
West Boring Canal Raod,
Patna - 800001
E-mail: mdhqbuidco@gmail.com

- 5.3 BUIDCo shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, BUIDCo reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or

read as compelling or requiring BUIDCo to respond to any query or to provide any clarification.

5.4 At any time prior to the Bid Due Date, BUIDCo may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/Corrigendum/Clarifications thus issued shall be uploaded on the website www.eproc.bihar.gov.in and www.buidco.in and shall be binding on Bidders and shall form part of the RFP document.

6. Pre-Proposal Meeting & Site Inspection

- 6.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting will be held on specified date.
- 6.2 Prior to the Pre-Proposal meeting, the Bidders are advised to visit the sites & towns prior to the bid submission and get themselves acquainted with the actual site conditions and may hold discussion with BUIDCo, if so required. However, no travelling and any other cost / expense shall be payable for this purpose. The bidders shall make themselves aware with the nature of the work, risks, contingencies and obtain all the required information which may influence or affect its tender.
- 6.3 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions, if any, to the RFP requirements.
- 6.4 Bidders may note that BUIDCo will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 6.5 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 6.6 In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders through Mail and/or by posting on the websites www.eproc.bihar.gov.in and www.buidco.in.
- 6.7 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. BUIDCo will endeavor to respond to all queries received by the scheduled date from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- 6.8 No interpretation, revision, or other communication from BUIDCo regarding this solicitation is valid unless in writing. BUIDCo may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

7. Format and Signing of Bid / Withdrawal and Modification of Bids

- 7.1 Each Bidder shall prepare one electronic copy of the Technical e-bid (Vol-I) and financial e-bid (Vol-II) each separately.
- 7.2 The documents comprising the bid, designated to be uploaded shall be typed and all pages of the bid and indicated places shall be signed by the person duly authorized to sign on behalf of the bidder.
- 7.3 The e-bid document shall be digitally signed, at the time of loading, by the bidder or a person or persons duly authorized to bind the bidder to the contract. All the pages/documents of the e-bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-bid.
- 7.4 The authority of the person or persons signing the Bid to bind the Bidder shall be demonstrated by a written and duly notarized power of attorney included in the Bid and submitted which shall bind the Bidder for the full length of the Bid Validity Period.
- 7.5 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by BUIDCo, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.
- 7.6 The proposal shall be properly indexed and serially numbered.
- 7.7 Bidders may modify their bids by using the appropriate option for bid modification on e-Procurement Portal, before the deadline for submission of bids. For bid modification and consequential re-submission, the Bidder is not required to withdraw his bid submitted earlier. The last modified Bid submitted by the Bidder within the Bid Due Date shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of Bid is allowed any number of times. A bidder may withdraw his Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if the Bid is withdrawn, re-submission of the Bid is not allowed.
- 7.8 Bids requested to be withdrawn in accordance with section 11.1 shall not be opened.
- 7.9 No Bid may be modified, substituted or withdrawn in the interval between the deadline for Bid Submission and the expiration of the Bid Validity Period. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security.

8. Submission of Bids

- 8.1 The bidder shall download the bid document from the website: www.eproc.bihar.gov.in and upload the softcopy/scanned copy of required documents together with filled up documents

on the website: www.eproc.bihar.gov.in. The contents of Technical and Financial Bids will be as per bid document. Complete bids (including Technical and Financial) must be uploaded at www.eproc.bihar.gov.in not later than the date indicate in NIT/RFP.

8.2 Each Bidder shall submit a hard copy of the original Bid Security, Power of Attorney, the proof of payment of price of Bidding Document and processing fee to “Managing Director, BUIDCo” in a sealed envelope. It is clarified that the Bidder will not be required to submit a hard copy of its Technical and/or Financial Bid, and if a hard copy of the Technical and/or Financial Bid is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.

8.3 The hard copy of the Bid Security, Power of Attorney etc. will be duly sealed in an envelope, which will be super-scribed as follows:

“----- [project name in short] **QUALIFICATION PROPOSAL DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE**”

8.4 The hard copy of the Bid Security, Power of Attorney etc. will either be hand delivered or sent by registered post acknowledgement due or courier to the address specified in Bid Data Sheet.

8.5 **Validity of Bid:** The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

8.6 The Owner may, at its discretion, extend the Submission Deadline by amending the Bidding Documents in which case all rights and obligations of Owner and Bidders will thereafter be subject to the Submission Deadline as extended.

9. Late and Delayed Bids:

9.1 Bids must be received not later than the date and time stipulated in the RFP document. BUIDCo may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BUIDCo and the bidder will be the same.

9.2 Any bid received by BUIDCo after the deadline for submission of bids, as stipulated above, shall not be considered.

10. Opening and Evaluation of Technical Bid

10.1 The Technical Bids will be opened in the presence of the bidders/bidders’ representatives who choose to attend at the appointed place and time.

10.2 If the bidder fails to submit a hard copy of the original Bid Security, Power of Attorney, Bidding Document fee and processing fee or the bid security furnished does not conform to the amount, form and validity period as specified in the Bid, upon verification then its technical bid will be summarily rejected.

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- 10.3 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, BUIDCo reserves the right to seek clarification/documents from the bidders, if BUIDCo considers it necessary for proper assessment of the bid.
- 10.4 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of **70 (seventy) marks** or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.
- 10.5 Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage.

11. Opening of Financial Bid and Final Evaluation

- 11.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 11.2 **The selection of the bidder shall be based on LCS method for the technically qualified bidders for the financial quote derived from cost estimate given in the prescribed format.**
- 11.3 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, BUIDCo reserves the right to take any such measure as may be deemed fit including annulment of the Bidding Process.

12. Right to accept any Bid and to reject any or all Bids

- 12.1 BUIDCo is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 12.2 BUIDCo may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the Central/State Government Ministry / Department / Institutions / Local Bodies / Municipalities / PSUs etc.
- 12.3 BUIDCo may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

13. Award of Contract

- 13.1 BUIDCo will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 13.2 BUIDCo will communicate the Successful Bidder by Mail, confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which BUIDCo will pay to the Successful Bidder in consideration of the execution of

work/services by them as prescribed in the contract.

13.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by BUIDCo in this regard.

13.4 The Successful Bidder will be required to execute the contract for the services within a period of Seven (7) days from the date of issue of Letter of Award.

14. Earnest Money Deposit and Performance Security

14.1 Earnest Money Deposit (EMD)

- (a) The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs. 5,00,000/-** (Rupees Five Lakhs only) in the form of Demand Draft issued by any scheduled bank in favour of ‘Managing Director, BUIDCo’ payable at Patna, Bihar, along with the submission of the bid or a Bank Guarantee (format is available at **Annexure VIII**). The EMD will remain valid for a period of forty-five days beyond the final bid validity period. BUIDCo shall not be liable for payment of any interest on the EMD. If required by the BUIDCo, bidders may be asked to extend validity of their EMD.
- (b) Any tender not accompanied by EMD shall be rejected.
- (c) The EMD shall be returned to unsuccessful Bidders latest by on or before the 30th day after award of the contract.
- (d) EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- (e) EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by BUIDCo.

14.2 Performance Security

- a) The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **2% of total project cost**) in the form of Bank Guarantee from a scheduled Bank in acceptable form in favour of Managing Director, BUIDCo, payable at Patna. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Performance Security is provided at **Annexure - IX**.
- b) Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

- c) Further an amount equivalent to 8% of the contract value shall be retained from bill processed by the Agency in lieu of Performance Security and the same will be released after 60 (sixty) days beyond the date of completion of all contractual obligations. However, this money will be released by the Agency on substitution by Bank Guarantee of the same amount valid up to the period as above.

15. Schedule of Bidding Process

Name of the Work	Bid Security	Bid processing fee	Cost of bidding document	Period
Selection of Agency for Bioremediation / Phytoremediation or any other remediation measures Based Treatment of the Nallas joining the river Ganga in Bihar under	Rs. 5,00,000/-	Rs. 1180/-	Rs. 10,000/-	12 Months
Place & Date of Pre-bid meeting:	Date: 25.10.2019 Time: 03:00 PM. BUIDCo Office, Near Rajapur Pul, West Boring Canal Road, Patna – 800001.			
Date of downloading of bid document:	From 21.10.2019 to 04.11.2019 up to 04:00 PM through website www.eproc.bihar.gov.in			
Last date and time for receipt (Upload) of bids	Date 05.11.2019 up to 03:00 PM Through website www.eproc.bihar.gov.in			
Last Date and time for Submission of hard copy of bid	Date 06.11.2019 up to 03:30 PM			
Time and date of opening technical bids:	Date 06.11.2019 Time 04:00 PM			
Time and date of opening financial bids	To be communicated later on.			
Period of bid validity:	120 Days			
Officer inviting tender:	Chief Engineer (DPM), BUIDCo.			

Section 3. Eligibility and Bid Evaluation Criteria

Minimum Eligibility Criteria

Sl. No.	Criteria	Document Required
A	The bidder should be a registered entity under Indian Companies Act 1956/ as amended or registered under Partnership Act.	- Certificate of Incorporation / Registration. - PAN Card. - GST Registration certificate.
B	The bidder should have a minimum average annual turnover of INR 5 Crores (Rupees Five Crores) during last three financial years i.e. from FY 2016-17 to 2018-19	Copy of audited balance sheet and profit and loss account for the respective three financial years must be submitted
C	The proposed product should have been used by any government organization / department for waste treatment purpose.	Copy of Work Order/ Performance Certificate/Other supporting documentation.
D	The proposed product / Technology offered should have all below mentioned properties: - - Eco-friendly and biodegradable. - A combination of microorganisms, enzymes and culture boosters which can work in both aerobic and anaerobic conditions.	Self-declaration from the Technology Provider.

Note: - In case if Bidder is not a manufacturer of technology provided / proposed product and participating in the RFP to execute the entire scope of the project using eligible product of other manufacturer. In such case, the bidder should have letter of the original manufacturer or technology provider for commitment to provide product or technology to the Bidder for the successful implementation of the project for entire contract period. Bidder should compulsorily attach original letter of manufacturer / technology provider in addition to above mentioned documents to qualify minimum eligibility criteria. In case of Bioremediation / Phytoremediation or any other suitable measures, the proposed product should be registered on Gem-Portal of Govt. of India. Proof of registration should be submitted along with the offer.

Technical Evaluation Criteria

Sl. No.	Evaluation Parameters	Maximum Marks
A	<p>Average annual turnover during last three financial years i.e. from FY 2016-17 to 2018-19</p> <p>Upto 5 Cr. = Nil Above 5 Cr. – 10 Cr. = 5 Marks Above 10 Cr. – 15 Cr. = 10 Marks Above 15 Cr. – 20 Cr. = 15 Marks Above 20 Cr. - 25 Cr. = 20 Marks</p>	20 Marks
B	<p>The manufacturer / technology provider having patent related to Bio-culture based treatment of waste from Intellectual Property India. Note: - Copy of Patent certificate along with proof of Manufacturer's right to use the same.</p>	20 Marks
C	<p>The proposed product/ technology having received accreditation from any Government of India Ministry / department</p>	10 Marks
D	<p>No. of years of experience of proposed Team Leader Cum Environmental Specialist - Graduate or post Graduate in Environmental Planning / Environmental Earth Science/ water Resource management</p> <p>Upto 3 Years – Nil Between 3 to 5 Years – 5 Marks Between 5 to 7 Years – 10 Marks Between 7 to 10 Years – 15 Marks Above 10 Years – 20 Marks</p> <p>Note: - Bidder is required to submit CV along with the technical bid proposal</p>	20 Marks
E	<p>Presentation on Understanding of TOR, Work Plan and Approach & Methodology</p>	30 Marks
Total		100 Marks

Important Notes to Agencies:

- The successful bidder must have its office/branch office in Patna. If not, the same must set up an office in Patna within one month of signing of the contract.
- The bidders will be required to attach a presentation along with Technical Proposal to show their understanding of the TOR and Approach and Methodology to be employed. The Agency will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable.
- The minimum Technical score required to pass is 70 Marks.

Financial bids opening

- **The selection of the bidder shall be based on LCS method for the technically qualified bidders for the financial quote derived from cost estimate given in the prescribed format and shall be communicated to all bidders.**

Section 4. Terms of Reference

Bioremediation / Phytoremediation or any other remediation measures Based Treatment of the Nallas joining the river Ganga in Bihar under Namami Gange Programme

Background:

‘Namami Gange Programme’ is an Integrated Conservation Mission, approved as a ‘Flagship Programme’ by the Union Government in June 2014 with budget outlay of Rs. 20,000 Crore to accomplish the twin objectives of effective abatement of pollution, conservation and rejuvenation of National River Ganga.

Context & Objective of the Assignment:

Bids are invited from the reputed organization for treatment of the Nallas joining river Ganga through their innovative, eco-friendly technologies such as Bioremediation / Phytoremediation or any other remediation measures to reduce the volume of sewage and domestic waste reaching River Ganga. The remediation measures will help to achieve water bodies ‘discharge quality’ criteria of CPCB for all major parameters.

Bioremediation / Phytoremediation or any other remediation measure is a system of sewage treatment used to degrade flowing sewage into carbon dioxide and water. The process also reduces the stench from raw sewage. The treatment can restore water quality and increases the self-cleansing capacity of the water body. The process also helps reduce Biochemical Oxygen Demand (BOD), Chemical Oxygen Demands (COD), Total Suspended Solid (TSS) and Fecal Coliform (FC) in sewage and reduces foul odour.

Scope of Assignment:

1. Bidder will use Bioremediation / Phytoremediation or any other remediation measures based treatment of Nallas of 23 Ganga Towns as per attached list in **Annexure X** so as to ensure: -
 - Reduction in Biochemical Oxygen Demand (BOD), Chemical Oxygen Demands (COD), Total Suspended Solid (TSS) and Fecal Coliform (FC).
 - Maintains pH level
 - Reduction of the foul odour
 - Removal of Floating and Plastic debris in the dosing areas.
 - Removed plastic, debris, scrubs and other waste materials from dosing area will be cleared and carried by the concerned ULB of the Ganga Town.
2. The bidder should ensure that proposed product for Bioremediation / Phytoremediation or any other remediation measure treatment should be Eco-friendly and biodegradable.
3. Bidder will appoint one Team Leader and ensure deployment of adequate man power for Bioremediation / Phytoremediation or any other remediation measures of Nallas in Ganga Towns.

4. Arrangement of adequate equipment, materials etc. required for Bioremediation / Phytoremediation or any other remediation measures of Nallas in Ganga Towns.

Milestone & Deliverables - Water Quality Parameters: -

S. No.	Parameters	Out flow Reduction/Values
1.	BOD (Biochemical Oxygen Demand) of filtered sample	<=30 mg/ l or 70% reduction in the BOD load value from the initial reading (whichever is lower)
2.	COD (Chemical Oxygen Demand) of filtered sample	<= 150mg/ l or 70% reduction in the COD Load value from the initial reading (whichever is lower)
3.	TSS (Total Suspended Solids)	<=100mg/ l or 70% reduction in the TSS load value from the initial reading (whichever is lower)
4.	pH	6.5 to 9.0
5.	Fecal Coliform (FC)	2500 MPN/100 ml

Flow & water quality measurements

- i) Flow reported in the Nallas exhibit considerable seasonal variations, therefore, the flows measured by an appropriate and approved scientific technique viz., V notch, velocity area method or any other appropriate scientific technique as approved by the representative of BUIDCo (to be installed by agency) shall be adopted as flows in the Nallas. The same shall be used for management of the project including frequency of sampling for water quality and flow measurement by TPI.

The frequency of sampling may be regulated based on the actual flow in the Nallas once the efficacy is established in the Nalla at start of each season in following manner: -

S.No.	Project Stage	Sampling Frequency #	Total samples
1	For 9 (Nine) months of treatment once the baseline of flow is established and Flow is less than or equal to 10 MLD	One sample of influent at upstream of corresponding treatment point and effluent at Outlet point (only), once in fifteen days (2 fortnights * 9 months)	18

2	For 9 (Nine) months of treatment once the baseline of flow is established and Flow is between 10 & 50 MLD	One sample of influent at upstream of corresponding treatment point and effluent at Outlet point (only), weekly (1*36)	36
3	For 9 (Nine) months of treatment once the baseline of flow is established and Flow is above 50 MLD	One sample of influent at upstream of corresponding treatment point and effluent at Outlet point at 2 locations, weekly (1*2*36 weeks)	72

5 days continuous sampling at minimum two locations (at least on starting point and end point) shall be carried out by the TPI prior to commencement of the project to obtain the baseline data for all seasons. This exercise shall be carried out by TPI preferably within 15 days of start of respective season.

ii) For the purpose of flow assessment, following seasonal period shall be considered

- a. Pre- monsoon summer period (April - June)
- b. Post monsoon period (October — December)
- c. Lean flow period (January — March).

Since during rainy season, natural flow is available in abundance so, the agency shall not carry out any intervention during the rainy season. The BUIDCo shall intimate the agency for date of discontinuation of interventions during rainy season. Interventions, if any, during this period, shall only be carried out only after approval of representative of BUIDCo.

iii) Suitable flow measuring techniques viz., V notch, velocity area method or any other appropriate scientific technique as approved by the representative of BUIDCo shall be adopted at flow monitoring locations specific to each Nalla. Necessary civil works without compromising the concern of back flooding, if any, will have to be undertaken by the agency.

Sampling Method:- Equal volume based composite sampling shall be done by the TPI(one sample constitute of four samples taken at 15 minutes interval) or as approved by representative of BUIDCo.

Monitoring cost

The Scheduled rates fixed by the respective state pollution control board shall be paid to the third

party inspecting agency. In case of state pollution control rates are not available, CPCB rates will prevail. The cost shall be borne by the Client / Employer.

Note: Travel by public transportation and administrative charges shall be payable separately on actual basis. Administrative charges, if any shall be communicated to BUIDCo beforehand for approval.

Payment to the Agency

- The agency shall quote their charges per MLD/ Day basis in the financial bid format. The flow shall be measured daily by the agency. A proper log book for the measured flow shall be maintained by the agency. The agency shall maintain pictures & videos (with date, time and geo-referencing location) of the treatment process as well as flow measurement structure shall be maintained in digital form. This shall be considered for validation purpose only.
- The agency shall raise monthly bill to the TPI by 7th day of every month. The billing shall be based on Average of the flow measured at end point on various dates during the billing period by TPI. The bills are to be verified / certified by the TPI institution for correctness of flow and water quality standards and be submitted to BUIDCo for payment.
- To avoid any apprehension of manipulation in intervening reach between Start point and end point, TPI may, based on merits and field inputs, collect two or more number of samples at any two or more random locations in between this reach with permission/ directions of BUIDCo. Any abnormal observation from these samples shall be duly considered by TPI in its report to BUIDCo or its representative. BUIDCo may appropriately consider such observations while release of payment.

Manpower required for the project:

Position	Qualifications
Team Leader cum Environmental Specialist- I No.	Graduate or Post Graduate in Environmental Planning / Environmental Earth Science / Water Resource Management.

Annexures

List of town wise drains proposed Bio-remediation work

S.N	ULBs name	No of Nallas	Name of the Nallas
1	Patna Municipal corporation	7	Digha Ghat Nala (Cannal)
			KurziNala
			Mandiri (BansGhatNala)
			Krishna Ghat Nala
			Mittan Ghat Nala
			Anta Ghat Nala
			Kali Ghat Nala
2	Phulwari Shariff	5	Khagaol Aasiyana Over bridge crossing Nalla
			Issopur Rai chowk nalla
			Mitra mandal Colony Nalla
			Birla Colony Nala A
			Birla Colony Nala B
3	Maner Nagar Panchayat	3	Maner bazar Nala
			Ram Nagina Singh College Nala
			Ram Ghat Nala
4	Danapur Nagar Parishad	1	Danapur Cant Nala
5	Bakhtiyarpur Municipal council	1	RaghopurDagarNala
6	Barh Municipal Corporation	4	Malina Ghat Nala Ward no. 11 Salempur Barh
			Gaurishankar Ghat
			Talimpur Nala
			Dayachak Nala
7	Mokama Muniapl Council	2	Tapaswi Ghat Nala
			Kamleshwari Asthan Nala
8	Munger Municipal Corporations	1	Lal Darwaja Nala
9	Sultanganj Municipal Council	7	Masjid Ghat Nala
			Vishari Asthan Ghat Nala (1st)
			Vishari Asthan Ghat Nala (2nd)
			Jahaj Ghat Nala
			Krishngarh Bhattagali Nala
			New Sidhi Ghat masjid kebagal wala Nala
			New Sidhi Ghat Nala
10	Bhagalpur Municipal Corporations	15	AdampurNala
			Hathiya Nala near intek well
			Surkhilal Nala
			Sakhichand Nala
			Barari Ghat Nala, Vikramshila bridge kenajdik

			Neel Kothi Nala
			Pipalli dham Nala -1
			Pipalli dham Nala -2
			Kuppa Ghat
			Koyal Ghat
			Hathiya Nala, near Tilkamanjhi
			S.T.P Nala Bhagalpur
			Shahebganj Miyabari Nala
			Champa Nala -1
			Champa Nala -2
11	Buxar Municipal Corporations	7	Nath baba Nala (Cannal)
			TadkaNala
			Sati gaht
			Sidhnath Nala (Hospital Nala)
			Saripur Nala
			Bangla Ghat Nala
			SohanipattiNala
12	Barahiya Nagar Panchayat	4	KrishnChawkNala
			Baba DaniMohallaNala
			BangalkunjtaalNala
			Bah Path Nala
13	Jamalpur Municipal Council	4	Ramnagar Nalla
			Laxmipur Nalla
			Aashikpur Nalla
			Faridapur Nalla
14	Kahalgaon Nagar Panchayat	6	KagaliNala
			L.C.T Nala
			Asamsan Ghat Nala
			Pampu Nala
			Badshahi Nala
			Koyala Nala
15	Chhapra Municipal Council	1	KhanuaNala
16	Hajipur Municipal Council	1	Subhash Chowk Nala
17	Begusarai Municipal Council	1	PokhariyaNalaMohammadpur Jail kenajdik
18	Kahagariya Municipal Council	2	Daannagar By-Pass Nala

			P.W High school Nala
19	Naugachiya Nagar Panchayat	15	New bastiNala
			Maa Tara Bhawan Nala
			Ward no. -08 Nala
			Station road Nala (1)
			Station road Nala (2)
			DurgaAsthanNala
			Ward no. -03 Nala
			Milan ChawkNala
			Ward no. - 09 Nala
			Noniyapatti, ward no. -20 Nala
			Musharpatti, ward no- 13 Nala
			Rajendra Colony, ward no- 05 Nala
			Nagar Panchyat karyalaya ke bagal me ward no-16
			Hardiyapatti, ward no- 21 Nala
			Hero Honda showroom ke bagal me ward no- 21 Nala
20	Dighwara Nagar Panchayat	8	Bagahingtola
			Marchav Baba Mandir
			UMV Nala
			Post office road
			Market Area
			R. Primary school
			Barbana
			M.S Basadpur
21	Teghra Nagar Panchayat	1	Teghra Chowk
22	Manihari Nagar Panchayat	2	PirpatraNala
			Primari Health School Nalla
23	Fathua Municipal Council	6	Kali Ghat Samaspur
			Maksudpur Nala (West)
			Kataiya Ghat
			Devanti Ghat
			Mastana Ghat
			BankipurGhorkakNala
24	Raxaul Municipal Council	4	Drain at Naga Road
			Drain at Chhatriya ghat
			Drain at Custom check post bridge

25	Narkatiaganj Nagar Panchayat	2	Near Power grid of sugar mill
			Dhoom Nagar Mandir drain
26	Jogbani Nagar Panchayat	4	Khajur Bari Drain
			Islampur Drain
			Haji Mohalla Drain
			Idgah Chowk
27	Ram Nagar(Hari Nagar)Nagar Panchayat	4	Mukhya Bazar Near Fish Market
			Chatiya Ghat drain (West)
			Chatiya Ghat drain (East)
			Mill Quarter Drain

Tender Submission Letter

To
The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001

Sub: RFP for.....

Ref: RFP No.

I/ We, the undersigned, offer to provide our services as per scope of work, as mentioned in RFP, to National Mission for Clean Ganga. We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the EMD of Rs.5,00,000/- (Rupees Five Lakhs only) in accordance with the tender Document. The EMD in the form of Demand Draft / Bank Guarantee is enclosed.
- (c) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the BUIDCo, any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between BUIDCo, and us subject to the modifications, as may be mutually agreed to, between BUIDCo, and us.
- (h) We agree to keep this bid valid for acceptance for a period of ninety (90) days from the date of opening the bid.

We understand that the BUIDCo, is not bound to accept any tender that the BUIDCO receives. Yours

faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Bidder's Authorization Certificate

To
The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001

Sub: RFP for.....

Ref: RFP No.

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the Agency in dealing with tender No..... dated..... He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under

Thanking you,

Name of the Agency: -

Authorised Signatory:-

Verified Signature:-

Seal of the Organisation :-

Date:-

Place:-

(Note: Please attach the valid power of attorney in favour of person signing this authorisation letter)

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Director/Partner of the Agency M/s. _____ do hereby solemnly affirm that our Agency M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Contact No.	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Financial Information of Bidder's Organisation

Amount in Rupee

S.No.	Parameters	FY 2016-17	FY 2017-18	FY 2018-19
1	Turnover			

Note:

Copy of audited balance sheet and profit and loss account for the three consecutive financial years must be submitted along with summary as cover page on bidder's letter head.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Financial Bid (through eproc submission)

To
The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001

Sub: RFP for.....

Ref: RFP No.

Dear Sir,

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to execute the project in conformity with the said RFP document and we herewith submit our Financial Bid.

We offer to execute the project for the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by BUIDCo up to the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2019.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Summary of Costs:

S.No.	Particular	Expected Average daily Flow	Expected Number of days for treatment	Rate Per MLD/ Day (Rs.)	Total Amount (Rs.)
1.	For Patna Town Nallas	450 MLD	270 Days*		
2.	For Other 26 Ganga Towns Nallas	400 MLD	270 Days*		
Total					
In words.....					

* Excluding Rainy season

1. I/We accept all the terms and conditions of your Bidding document referred to above.
2. GST at applicable rates will be paid extra.
3. I/ We understand you are not bound to accept any proposal you receive.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

Format of Pre-Proposal Queries

To
The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001.

Sub: RFP for.....

Ref: RFP No.

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			

...
Yours faithfully,
Authorized Signatory
(with Name, Designation, Contact no. and Seal)
Note:
On the Letterhead of the Bidder.

Form of Bank Guarantee for Bid Security (EMD)

To
The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001

KNOW ALL MEN by these present that we of (Name and address of Bank) having our registered office at (hereinafter called “the bank”) are bound unto the State Program Management Group (BIHAR), (hereinafter called “the Owner”) in the sum of Rupees (INR..... only) for which payment truly to be made to the said Owner, the Bank hereby binds itself, its successors and assigns by these present.

Whereas (NAME OF BIDDER/JV) has submitted its bid dated..... (date of submission of bid) for Selection of Agency for Project Management Unit in terms of the Owner’s Tender No. Due on issued by BUIDCO (hereinafter called “the Proposal”).

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rupees (INR..... only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We further agree as follows:
 - a) That the Owner may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Owner and the Bidder.
 - b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
 - c) That any account settled between the Owner and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d) That this guarantee commences from the date hereof and shall remain in force till:
 - I. the Bidder, in case his bid is accepted by the Owner, executes a Contract Agreement after furnishing the Performance Guarantee as per the provisions of the RFP; or
 - II. Sixty Days (60) days beyond the Proposal Validity Period.
 - e) That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation are:

- a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and/ or
- b) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in the RFP Document; and/ or
- c) If a Bidder has a Conflict of Interest which affects the Bidding Process, as specified in the RFP; and/or
- d) if the Bidder withdraws his Proposal during the period of Proposal validity specified in the RFP, and/ or
- e) If the Bidder fails to accept the Letter of Acceptance within the stipulated time period; and/ or
- f) if the Bidder does not accept the correction/s of its bid price in terms of the RFP, or
- g) if the Bidder having been notified of the acceptance of its Proposal by the Owner during the period of Proposal validity:
 - I. fails or refuses to furnish the Performance Guarantee in accordance with the RFP and/or
 - II. fails or refuses to furnish the Success Fee in accordance with the RFP and/or
 - III. fails or refuses to enter into a Contract Agreement within the time limit specified in the RFP.

We undertake to immediately pay to the Owner in Bihar the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand provided that in his demand the Owner will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions mentioned in Sl. 2 above, specifying the occurred condition or conditions.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF OFFICIAL _____

DESIGNATION _____

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

STAMP/SEAL OF THE BANK

Form of Bank Guarantee for Performance Security

The Managing Director,
Bihar Urban Infrastructure Development Corporation,
Near Rajapur Pul, West Boring Canal Road,
Patna, Bihar – 800001

WHEREAS _____ [Name and address of the Manpower Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at Patna, Bihar, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.

_____ (Rs. _____) and the guarantee shall remain valid till_____.
Unless a claim or a demand in writing is made upon us on or before _____ all our liability under
this guarantee shall cease.

Notwithstanding anything contained hereinabove”

A. Our liability under this guarantee shall not exceed Rs._____ (Rupees_____).

B. This bank guarantee shall be valid up to _____.

C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only
if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____

(Name & Occupation)

Date

CONTRACT FOR AGENCYS' SERVICES

For

**Bioremediation / Phytoremediation or any other remediation
measures based Treatment of the Nallas joining the river
Ganga in Bihar under Namami Gange Programme**

Contract No.

Between

**Bihar Urban Infrastructure Development Corporation
(BUIDCo)**

Near Rajapur Pul, West Boring Canal Road, Patna – 800001

And

XXXXXX

Dated: XX XXXXX

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I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX, between State Program Management Group, Patna, Bihar -800001 (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Agency”) of the Second Part.

WHEREAS

(a) the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;

(b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties 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:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates
Appendix E: Duties of the “Employer”
Appendix F: Performance Bank Guarantee

2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:

- (a) the Agencys shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

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

For and on behalf of State Program Management Group, Bihar

_____, State Program Management Group, Bihar

For and on behalf of XXXXXXXXXXXXXXXXXXXX

Designation.

Witness

- 1.
- 2.

II. 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) “Agency” means {Name of Agency} 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 the 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 association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Agency or by any Sub-Agency 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 as admissible to be reimbursed [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 as may be amended or supplemented with the approval of the parties.
- (o) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Agency” means any person or entity to whom/which the Agency subcontracts any part of the

Services, with the approval of the Employer.

(q) “Third Party” means any person or entity other than the “Employer”, or the Agency.

(r) “In writing” means communicated in written form.

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 Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agency, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Agency as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

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 sufficient time in notice in writing of such change to the address specified in the SC.

1.6. Location: The Services shall be performed mostly in Delhi 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 Agency consists of an association of more than one entity, the Members hereby authorize the entity specified (Lead Agency) in the SC to act on their behalf in exercising all the Agency’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 Agency shall be jointly and severally liable for all obligations of the Agency 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 Agency may be taken or executed

by the officials specified in the SC.

1.9. Taxes and Duties: The Agency, Sub-Agencys 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 Employer as well as Agencys 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 Agencys, 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 Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of the Contract, the Agency 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 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Agency instructing the Agency "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions if any, listed

in the SC have been met and/or shall be complied with in the given time.

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 Agency 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 **or such extended time period for the contract.**

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-Agency's 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 Agency, upon instructions by the “Employer”, shall either:
 - (i) demobilize,; or
 - (ii) continue with the Services to the extent possible, in which case the Agency 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 Agency, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days from the date of communication to the Agency 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.

- a) If the Agency 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 Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Agency, on due investigation and in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the Agency fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) 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 as aforesaid the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Agency: The Agency 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.

- a) If the “Employer” fails to pay any money due to the Agency 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 Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Agency 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 Agency may have subsequently agreed to in writing) following the receipt by the “Employer” of the Agency’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 Agency'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 Agency 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 Agency and equipment and materials furnished by the "Employer", the Agency 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 Agency:

- 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 as per the agreed scope 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 Agency 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 Agency may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to Agency 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 thirty (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 AGENCY

3.1 General

3.1.1 Standard of Performance: The Agency 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 Agency 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-Agency or Third

Parties.

3.2 Conflict of Interests: The Agency 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 Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency 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 Agency shall use its best efforts to ensure that any Sub-Agencys, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency 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 Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agencys 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 Agency 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 Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4.1 Liability of the Agency: Subject to additional provisions, if any, set forth in the SC, the Agency’s liability under this contract shall be provided by the Applicable Law.

3.4.2 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-Agencys to take out and maintain insurance, at their (or the Sub-Agencys’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage’s 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:

Agency agrees to keep full and proper records of all third party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement (“Records”). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the Agency/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency’s normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination.

Under no circumstances will Employer have access to Agency’s general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third party invoices, or internal or external Agency correspondence or communications regarding the keeping of Agency’s records or regarding any other Agency audit.

3.6 Agency’s Actions Requiring “Employer’s Prior Approval: The Agency 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 Agency 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 Agency shall always retain full responsibility for the Services. In the event that any Sub-Agency’s are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Agency 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 Agency 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 Agency to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Agency 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 Agency 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 Agency and third parties for purposes of development of any such computer programs, the Agency 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’s” Equipment, vehicles and materials made available to the Agency by the “Employer”, or purchased by the Agency 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 Agency 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 Agency, 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.

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

4. AGENCYS’ PERSONNEL AND SUB-AGENCYS

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agencys as are required to carry out the Services as are approved by the Employer.

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 Agency’s Key Personnel are as per the Agency’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 Agency 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 a separate agreement in writing between the “Employer” and the Agency. 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-Agencys listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

4.3 Removal and/or Replacement of Personnel:

- (a) Except as the “BUIDCO” may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “BUIDCO” (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 Agency shall, at the “BUIDCO’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “BUIDCO”. 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.

- (c) Removal and / or Substitution/replacement of Personnel shall be made only with prior written approval of the BUIDCO. Except as the BUIDCO may otherwise agree, no changes shall be made in the Personnel. Notwithstanding the above, the substitution of Personnel during Agreement execution may be considered based on the written request made by either side. However, in case of the Agency, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the BUIDCO. In cases other than resignation, death or medical incapacity, the Agency shall give thirty (30) days’ notice to the BUIDCO and provide CVs for such replacements. For any such violation a penalty of 0.50% (zero point five percent) per person per week of the monthly payment shall be imposed and deducted from the bills submitted.

4.5 Resident Project Manager: If required by the SC, the Agency shall ensure that at all times during the Agency’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 Agency, Sub-Agencys and Personnel with work permits and such other documents as shall be necessary to enable the Agency, Sub-Agencys 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 Agency, Sub-Agencys 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 Agency 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 Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency 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 Agency 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 Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency 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 Agency free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Agency’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 Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE AGENCY

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the Agency’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 Agency 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.

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

- a) The Agency 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 SSC 7.
- b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified. 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 Agency without further delay.

- c) Final Payment: The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency 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 Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency 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 Agency to the “Employer” within thirty (30) days after receipt by the Agency 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 Agency and the Agency has made presentation to the Employer (if presentation is required) with / without modifications to be communicated in writing by the Employer to the Agency.
- e) If the deliverables submitted by the Agency are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Agency. 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 Agency 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 Agency 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 Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Agency.
- h) In case of early termination of the contract, the payment shall be made to the Agency 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 Agency 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 Agency 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 Agency, 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 Agency, 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 Principal Secretary, UD&HD, Govt. of Bihar. 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 Agency. 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 2% 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, the Agency shall be liable to pay 2% 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 and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 2% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

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 Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv) Each member/constituent of the Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency’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 Agency.
- vii) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, 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 (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: Employer : Bihar Urban Infrastructure Development Corporation, Near Rajapur Pul, West Boring Canal Road, Patna – 800001 Attention : Agency : Attention : Telephone : Email :
2	1.8	The Authorized Representatives are: For the Employer: For the Agency:
3	2.3	Commencement of Services:
4	2.4	The time period shall be – FY_____. The contract may be extended, if deemed fit by BUIDCO authorities at mutually agreed terms.
5	3.4.1	Limitation of the Agencys’ Liability towards the “Employer” Notwithstanding anything to the contrary in this Agreement, in no event shall the Agency be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement. In any event the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency under this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverage’s shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the One (1) years after completion of the services.
7	6.3 (f)	The accounts are; For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code : .. MICR Code : ..

		<p>Beneficiary Name : ... Beneficiary Address : ...</p> <p>The payment shall be made monthly installments, against agency's invoice in triplicate being submitted at the end of the quarter along with such supporting documents as may be prescribed, and subject to the approval by Principal Secretary, BUIDCo or any other officer of BUIDCo authorized by him for the deliverables mentioned in the ToR.</p> <p>The aforesaid consideration will be paid by Employer to the Agency within 15 days against the invoices raised by the Agency in triplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the Agency and in respect of each deduction necessary certificates of tax deduction shall be given.</p>
	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
	8.3	The Arbitration proceedings shall take place in Patna, Bihar, India.

III. APPENDICES

APPENDIX A – Description of Services
{As per Terms of Reference}

APPENDIX B - Reporting Requirements

APPENDIX C – Staffing Schedule (NA)

APPENDIX D – Cost Estimates (Activity-Wise)

S.No.	Particular	Expected Average daily Flow	Expected Number of days for treatment	Rate Per MLD/ Day (Rs.)	Total Amount (Rs.)
1.	For Patna Town Nallas	450 MLD	270 Days*		
2.	For Other 26 Ganga Towns Nallas	400 MLD	270 Days*		
Total					
In words.....					

APPENDIX E – Reimbursable Expenses (NA)

APPENDIX F – Duties of the “Employer” (NA)

APPENDIX G – Letter of Award

APPENDIX F – Performance Bank Guarantee