BIHAR RAJYA PUL NIRMAM NIGAM LTD
Saran Division, Chhapra.

INTER NATIONAL COMPETITIVE BIDDING

INVITATION OF PROPOSALS FOR PROCUREMENT OF SERVICES OF SUPERVISION CONSULTANTS

Bihar Rajya Pul Nirman Nigam Ltd, a premier Institution for infrastructure development in state of Bihar invites following proposals for procurement of services of qualified supervision consultants for “Construction of Double Deck Fly Over from Gandhi Chowk to Nagarpalika Chowk in Chhapra Town of District Saran under C.R.F. (Total Length of Upper and Lower Deck is (6620 Mtrs).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Project Location</th>
<th>Total Project Length (in m)</th>
<th>Project Cost / Agreement Value (in Crores)</th>
<th>Construction Period (in Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction of Double Deck Fly Over from Gandhi Chowk to Nagarpalika Chowk in Chhapra Town of District Saran under C.R.F. (Total Length of Upper and Lower Deck is (6620 Mtrs).</td>
<td>6620 M</td>
<td>Rs.3,70,60,80,635.00</td>
<td>48 Months</td>
</tr>
</tbody>
</table>

The selection of consultants shall be on QCBS (80 : 20), (80-Technical. 20-Financial)
The period for appointment of consultant shall be as per column 5(4 Years)

Pre Bid Meeting shall be held on dt.-16.03.2019 at 3.00 PM in the Conference Hall of BRPNNL Ltd.

The proposal shall be received up to 15.00 Hrs. on dt.- 27.03.2019 and shall be opened on same day at 15.30 Hrs. Other than Technical & Financial Proposal a separate envelope containing Earnest money worth Rs. 9.0 lacs in the shape of Bank Draft / Bank Guarantee is required in order to make the proposal responsive.

RFP Document can only be downloaded from the Website [www.eproc.govt.bihar.in](http://www.eproc.govt.bihar.in).

Please feel free for any clarification on following Mobile Nos.

1. Arvind Kumar, Senior Project Engineer,
   Saran Division, Chhapra–Mobile No.08544402460
2. Jit Narayan Roy, Project Engineer
   Saran Division Chhapra, Mobile No-9431821624

Senior Project Engineer
Bihar Rajya Pul Nirman Nigam Ltd
Saran Division, Chhapra
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SECTION 1: LETTER OF INVITATION

Bihar Rajya Pul Nirman Nigam Ltd has received financing through Govt. of Bihar under central road fund Job No-CRF-BR-2017-18/. BRPNNL intents apply a portion of the fund to eligible payments under the contracts for which this request of proposal is issued. Bihar Rajya Pul Nirman Nigam Limited invites proposals from qualified supervision consultants (Civil construction work) for procurement of consulting services - Supervision and quality control services on the basis of international competitive bidding for the following project:
(More details of the services are proposed in the TOR).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Project Description</th>
<th>Project Length</th>
</tr>
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<tbody>
<tr>
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<td>Construction of Double Deck Fly Over from Gandhi Chowk to Nagarpalika Chowk in Chhapra Town of District Saran under C.R.F. (Total Length of Upper and Lower Deck is (6620 Mtrs).</td>
<td>6620 Mtrs</td>
</tr>
</tbody>
</table>

The consultancy services includes, supervision of civil works under the Supervision Consultancy Packages as defined in attached Terms of Reference, administering as ‘Engineer’ ensuring that the contractual clauses related to the quality and quantity are respected and that the works are implemented in accordance with its provisions/specifications within the stipulated time for which engineering decisions are taken timely. The consultancy assignment extends to implementation of all items of works pertaining to the projects complete in all respects. More details on the Services are provided in the attached Terms of Reference.

For Submission, Evaluation and Selection of Consultant a “Single Stage” process has been planned. The proposal should be submitted in two parts. The two parts shall be:

Part 2: Financial Proposal

Part 1 Technical Proposals of the firm will be evaluated as per Criteria in RFP. Financial Proposals (Part 2) of the firms scoring minimum qualifying marks in (Part 1, Technical Proposal) as mentioned in the RFP would be opened and evaluated. The final selection of the firm would be based on the Quality and Cost Based Selection (QCBS) procedure described in the RFP. The weightage given to Technical Proposal and Financial Proposal would be 80 % and 20 % respectively.
A firm may apply individually or in Joint Venture/Association. In case of Joint Venture/Association, a maximum of 2(two) firms are permitted.

The two parts of the Proposal (Part 1 : Technical Proposal : Part 2 : Financial Proposal must be uploaded with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been adhered to, BRPNNL will reject the proposal.

BRPNNL will not be responsible for any delay, loss or non-downloading of RFP document. Further, BRPNNL shall not be responsible for any delay in downloading the Proposal and reserves the right to accept/reject any or all proposals without assigning any reason thereof.

Hard copy of cost of Bid & Bid Security earnest money and Technical Proposal in original must be received in the office of SPE, Saran Division, Chhapra, not later than 15.00 hrs IST on November 15 in the manner specified in the RFP document at the address given below.

Senior Project Engineer
Saran Division, Chhapra.
Bihar Rajya Pul Nirman Nigam Ltd.
SECTION 2 : INSTRUCTIONS TO CONSULTANTS

1 INTRODUCTION

Definitions

(a) “Client” means Bihar Rajya Pul Nirman Nigam Ltd.

(b) “Consultant” means any entity or person that may provide or provides the Services to the Client 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) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.

(e) “Day” means calendar day.

(f) “Government” means the Government of Bihar.

(g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides the interested Consultants with all information needed to prepare their Proposals.

(h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile of INDIA.


(k) “RFP” means the Request For Proposal prepared by the Client for the selection of Consultants,

(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

(n) “Terms of Reference” (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
(o) “Contractor” means the Contract signed by the Parties and all the attached documents listed in RFP documents, that is the General Conditions (GC), the Special Conditions(SC) by which the GC may be amended or supplemented, and the Appendices.

(p) “QCBS” means Quality & Cost based selection.

(q) “Standard Electronic Means” includes cable, telex, facsimile and email transmissions.

(r) “Year” means financial year.

(s) “Employer” means Bihar Rajya Pul Nirman Nigam Ltd. Patna with which the selected Consultant shall sign the Contract for the Services.

(t) “Joint Venture” means a Consultant which comprises of only two Partners each of whom will be jointly and separately liable to the Employer for all the Consultant’s obligations under the Contract.

(u) “LOA” means the Letter of Acceptance being sent by the Employer to the selected Consultants for signing of the agreement.
1.1 The Client named in the “Data Sheet” will select a firm from those firms who submitted proposals, in accordance with the method of selection indicated in the Data Sheet.

1.2 The interested firms are hereby invited to submit proposal for consulting services required for the assignments in the attached Data sheet. The Proposal could form the basis for future contract negotiations and ultimately a contract with the selected firm and BRPNNL.

1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. The Consultants must keep themselves informed about the local conditions and take them into account in preparing their proposals.

1.4 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

1.6 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.6.1 A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design of the project shall not be engaged to prepare an independent environmental assessment for the same project.

1.6.2 A Consultant (including its Personnel and) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of
Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.7 It is the BRPNNL’s policy that the Consultants under domestic funded contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the BRPNNL:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

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

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

   (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, 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.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a domestic financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and
1.8 Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal.

1.10 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the Consultants who would obtain RFP document as per the prescribed procedure. The response of the Client will also be put on its website.

2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda and will be uploaded. Addenda may be sent by mail, facsimile or electronic mail to all the Consultants who would obtain RFP document as per the prescribed procedure and will be binding on them. The Addenda will be put on BRPNNL’s website also. The
Client may at its discretion extend the deadline for the submission of Proposals.

3.  PREPARATION OF PROPOSAL

3.1 A firm shall submit single proposal in the language specified in data sheet. If a consultant submits or participates in more than one proposals, such proposals shall be disqualified. However, this doesn’t limit the participation of the same sub consultant, including individual experts, to more than one proposal.

3.2 The proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

3.3 Consultants are requested to submit a proposal in the language as specified in the Data Sheet in two parts. The two parts shall be:

Part 1 : Technical Proposal along with firm’s credentials.
Part 2 : Financial Proposal

Part 1: Technical Proposal along with firm’s credentials.

3.4 (A) Firm’s credentials.

This submission shall contain the following information / details and should not include any other information.

(i) Year of Establishment of Firm
(ii) Annual turnover of last three years i.e. 2017-18, 2016-17 and 2015-16
(iii) Number of key personnel available
(iv) Experience of preparation of Detailed Project Report of single highway/bridge projects consisting of bridges/ flyover/via duct/elevated Road of aggregate length of minimum 2000 mtr in last 7 years.
(v) Experience of the firm as supervision consultant /independent consultant in single highway/bridge projects consisting of bridges/ flyover/via duct/elevated Road of aggregate length of
minimum 6000 mtr in last 7 years.

**Note:** Only those project will be included for which client certificate from concerned agencies are enclosed with proposal. Substantially completed projects will also be considered as qualifying projects provided client certificate mentions the same.

3.5 In preparing the Technical Proposal, Consultants are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant and may result in rejection of the proposal submitted by the Consultant.

3.6 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(i) The estimated man months for the assignment are stated in the Terms of Reference. The proposal shall be based on the stated man months of professional staff. The consultants shall not be permitted to propose alternative arrangements.

(ii) The majority of the key professional staff proposed must be permanent staff of the firm. “Permanent Staff means the candidate had been employed with the Firm for a minimum period of 5 (Five) year. More weightage shall be given to the personnel employed with more years with the firm.

(iii) No alternative to key professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.

(iv) A good working knowledge of the language specified in the Data Sheet is essential for key professional staff on this agreement. Reports must be in the language (s) specified in the Data Sheet.

(v) Joint ventures are allowed as detailed in the Data Sheet.

(vi) Sub consulting is not allowed.

3.7 The Technical Proposal should provide the following information using but not limited to the formats attached in Section 4:

i) A brief description of the Consultants’ organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature are required. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a
corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the Professional staff themselves in their CVs. Consultants must substantiate his experience by submitting the requisite experience certificate from the Client.

ii) Any comments or suggestions on the Terms of Reference and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar chart of activities.

iii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing:

iv) CVs originally signed in blue ink on each page by both the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm, and degree of responsibility held in various assignments. Photocopy or unsigned CV shall not be evaluated.

v) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

vi) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

vii) The Selected Consultant will have to arrange 01 overseas (In developed country) as per list given in annexure, training programme for atleast 10 Nos of concerned engineers from BRPNNL for 10 days including travel time. No additional payment will be made against the training programme conducted by the consultant.

**Annexed**

List of developed countries:-

<table>
<thead>
<tr>
<th>Australia</th>
<th>Greece</th>
<th>Singapore</th>
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<tbody>
<tr>
<td>Austria</td>
<td>Hong Kong SAR</td>
<td>Slovenia</td>
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<tr>
<td>Brazil</td>
<td>Iceland</td>
<td>Spain</td>
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<td>Ireland</td>
<td>Sweden</td>
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<td>Israel</td>
<td>Switzerland</td>
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<tr>
<td>Italy</td>
<td>United Kingdom</td>
<td>Cyprus</td>
</tr>
<tr>
<td>Japan</td>
<td>United States of America</td>
<td>Denmark</td>
</tr>
</tbody>
</table>
viii) Any additional information requested in the Data Sheet

3.8 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declare non responsive.

Part 2 : Financial Proposal

3.9 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 5). It lists all costs associated with the Assignment, including (a) remuneration for staff in the field and at headquarters, and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment.

3.10 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, and their personnel (other than nationals or permanent residents of INDIA); unless the Data Sheet specifies otherwise.

3.11 Consultants may express the price of their services in the Indian Rupees and all payment will be made only in Indian Currency.

3.12 Consultants must express and account no in India with any Nationalized Bank/Scheduled Bank.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original proposal shall be prepared / uploaded shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative’s authorization in original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.

4.3 The proposal must be uploaded with all pages number serially, along with an index of submissions.
4.4 If there is any difference in financial Proposals in between figures and words, Proposals made in words will be effective.

5. **PROPOSAL EVALUATION**

**General**

5.1 A two stage procedure shall be adopted in evaluating the proposals: Technical Evaluation, firms securing the qualifying marks mentioned in Clause 5.3 will be eligible for Financial Evaluation.

**Firm’s Credentials.**

5.2 The Evaluation Committee appointed by the BRPNL shall carry out its evaluation applying the eligibility criteria, evaluation criteria and point system specified in the Data Sheet. The firms should secure at least 75 points for qualifying the next stage.

**Technical Proposal**

5.3 The Evaluation Committee appointed by BRPNL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St.). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score. The Technical Proposal should score at least 75% marks to be considered responsive for financial evaluation.

Opening and Evaluation of financial Proposals;

5.4 After the evaluation of the technical proposal is completed, the Client will upload notice on website and may communicate those consultant whose proposals were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened. The Client shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification may be sent by registered letter, facsimile, or electronic mail and will be uploaded in the website.

5.5 The Financial Proposals shall be opened in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant, the qualifying scores, and the proposed prices shall be
read aloud and recorded when the Financial Proposals are opened.

Financial Proposals can be opened though there is no presence of bidders/ bidders representatives.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law.

5.7 The lowest Financial Proposal net of taxes (Fm) will be given a financial Score (Sf) of 20 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: Sf = 100 x Fm / F (F is the amount of Financial Proposal).

5.8 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights, (T= the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet; S = St x T% + Sf x P%. The firm achieving the highest combined score (S) will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirement may result in client proceeding to negotiate with the next ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authorities to negotiate and conclude a contract. Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the BRPNL expects to negotiate, a contract on the basis of the staff named in the proposal.
The Consultants shall require assurance that this staff shall be actually available. BRPNNL shall not consider substitutions replacement during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health or any unavoidable reason. Substitution for any reason shall attract reduction in the remuneration of the key personnel by 15% for each substitution. All such proposed substitution shall, however, by invariably by equal or better qualified and experienced personnel compared to the originally proposed key personnel. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which will be signed by the Client and the Consultant.

6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

6.4 Having selected the firm on the basis of, among other things, on evaluation of proposed key professional staff; the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 Negotiations will conclude with a review of the draft Contract. To
complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. **AWARD OF CONTRACT**

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant with uploading it on website. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The successful firm with whom the contract is signed is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. **CONFIDENTIALITY**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.
DATA SHEET

Clause Reference

1.1 The name of the Client is: Bihar Rajya Pul Nirman Nigam Ltd. The method of selection is: Quality and Cost-Based Selection (QCBS)

1.2 The name, objectives and description of the Assignment are:

Name of the Assignments:

(i) Construction of Double Deck Fly Over from Gandhi Chowk to Nagarpalika Chowk in Chhapra Town of District Saran under C.R.F. (Total Length of Upper and Lower Deck is 6620 Mtrs).

Detailed description of the services:

The detailed description of services is mentioned in the Terms of Reference.

Main objectives:

The main objective of the assignment is to achieve high quality construction ensuring works to be carried out in full compliance of design, specifications and other stipulations of the civil contract documents within the specified time demonstrating the efficiency of supervision by external agency and promoting technology transfer as detailed in the Terms of Reference.

1.3 A pre-proposal conference (Pre-bid meeting) shall be held on ............... at conference hall of BRPNNL Ltd.

1.4 The Client will provide the following inputs:

(i) Project Report including design and drawing and relevant data collected by design consultants (Para 17 of TOR).

The consultant access to all such information’s as is necessary to plan and execute the assignment.

1.8 The clauses on fraud and corruption in the contract are:

Sub-Clause 2.9.1 and 3.6 of G.C.C.

1.9 Proposals must remain valid up to 120 days after the submission date.

2.1 Clarification may be requested 15 days prior to submission by bidder.

The address for requesting clarification is:

Senior Project Engineer

16
3.1 Proposals should be submitted in the English language.

3.2 (i) All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

(ii) Limitations to joint ventures are:

Joint venture consisting of maximum of two firms is permitted. In case of JV the experience of both the firms shall be counted. In case of association the experience of associated firm shall not be counted, whereas the key personnel of the associated firm would be considered for evaluation. JV will govern in the light of MD memo no- 213 (Encl) dated 22.02.2014 for works.

3.3 Consultant has to assess all other applicable Taxes and should inbuilt them in their financial proposal. These taxes should not be provided separately. Consultants are requested to consult tax consultants for details

3.4 The Consultants to state local costs in Indian Rupees (INR).

4.1 Training is a specific component of this assignment. Propose appropriate information as per TOR. One foreign training programme in any one country Australia/ US/ UK/ for Ten Numbers of BRPNNL Engineers concerned for maximum Ten Days.

4.2 The proposal submission address is:

Senior Project Engineer
Bihar Rajya Pul Nirman Nigam Ltd
Saran Division, Chhapra.
5.1 Proposals must be submitted at or before .................up to 15.00hrs (IST).

5.2 A (i) Eligibility Criteria for Supervision Consultant shall have to satisfy the following conditions.

(p) Experience of preparation of Detailed Project Report of single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate length of minimum 2000 m in last 7 years.

(q) Experience of the firm as supervision consultant /independent consultant in single highway/ bridge projects consisting of bridges of aggregate length of minimum 6000 m in last 7 years.

Note: Only those project will be included for which client certificate from concerned agencies are enclosed with proposal. Substantially completed projects will also be considered as qualifying projects provided client certificate mentions the same.

(r) Annual Turnover: Average Annual turnover in last three years of last three years (i.e. 2017-18, 2016-17 and 2015-16) from Consultancy Business must be equal to or more than Rs 30.00 crore.

A (ii) Eligibility Criteria for partner in JV

In case of JV, the lead partner must fulfill the requirements as in Para A (i) and other JV partner should have

a) The firm should have minimum experience of preparation of Detailed Project Report of highway project consisting H.L. Bridges / Fly over / Elevated road/ Via duct of aggregate length more than 800 mts in the last 7 years.

b) The firm should have minimum experience of Independent Consultant or Supervision Consultant for highway project consisting H.L. Bridges / Fly over / Elevated road/ Via duct of aggregate length more than 2400 mts in the last 7 years.

c) Annual Turnover: - Average Annual turnover in last three years (i.e. 2017-18, 2016-17 and 2015-16) from Consultancy Business of the firm should be equal to or more than Rs 10.00 crore.
Note: i) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm’s experience would get full credit if it was the sole firm in the respective assignment. In case it was a lead firm, it would get 65% weightage; if it was the other partner in a JV or an associate, it would get 50% weightage for the respective assignment.”

ii) The amount shall be stated in INR.

iii) The currency conversion rate for the respective years shall be mentioned for other international currencies.

iv) The application with amount stated in currencies other than INR shall be treated as non responsive.
B) Point system for Firm’s Credentials. Criteria, sub Criteria and point system for the evaluation of the full technical proposals are:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual turnover (last three years (i.e. 2017-18, 2016-17 and 2015-16) from Consultancy Business.</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Approach &amp; Methodology</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Key personnel Qualification</td>
<td>50</td>
</tr>
<tr>
<td>4</td>
<td>Experience of preparation of Detailed Project Report of single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate length minimum 2000 m in last 7 years.</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Experience of the firm as supervision consultant/independent consultant of single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate length of minimum 6000 m in last 7 years.</td>
<td>30</td>
</tr>
</tbody>
</table>

**TOTAL** 100

The firm should score at least 75 points for qualifying the next stage.

5.3. Evaluation criteria and point system for evaluation of Technical Proposals

(i) The number of points assigned to each of the evaluation criteria are

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Specific Experience of the firm related to the assignment</td>
<td>45</td>
</tr>
<tr>
<td>2</td>
<td>Adequacy of the proposed work plan and methodology in response to the TOR</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Qualifications and competence of the key staff for the assignment</td>
<td>50</td>
</tr>
</tbody>
</table>

**Total** 100
(ii) Sub criteria for Specific Experience of the firm related to the assignment

(In case of JV, Turnover and credentials of both the firms shall be added)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual turnover in last three years( From Consultancy Business) i.e. (i.e. 2017-18, 2016-17 and 2015-16)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Less Than INR 30 cr</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>INR 30 Cr – INR 50 Cr</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>More than 50 Cr</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Experience of preparation of Detailed Project Report of single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate minimum length in last 7 years.</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Aggregate length Less than 2000 mtr</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Aggregate length 2000 mts or more till 3000 Mts</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Aggregate length more than 3000 mts till 4000 Mts</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Aggregate length more than 4000 mts</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Experience of the firm as supervision consultant /independent consultant for single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate minimum length in last 7 years.</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Aggregate length less than 6000 mtr</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Aggregate length 6000 mts or more till 7000 Mts</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Aggregate length more than 7000 mts till 8000 Mts</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Aggregate length more than 8000 mts</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>45</td>
</tr>
</tbody>
</table>

(iii) Sub criteria for adequacy of the proposed work plan and methodology in response to the ToR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding /Comments/Suggestion on TOR</td>
<td>1</td>
</tr>
</tbody>
</table>
(iv) Sub criteria for Qualifications and competence of the key staff for the Assignment The weightage for various key personnel are as under:-

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
</tr>
<tr>
<td>Sr. Bridge Design Engineer – 1 No.</td>
</tr>
<tr>
<td>Sr. Bridge/Structure Engineer – 1 No</td>
</tr>
<tr>
<td>Sr. Highway Engineer – 1 No.</td>
</tr>
<tr>
<td>Sr. Quantity Cum Material Cum Contract Specialist – 1 No</td>
</tr>
<tr>
<td>Safety cum Environmental Specialist (SSE)</td>
</tr>
<tr>
<td>Social cum community development specialist (CDS)</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>6</td>
</tr>
</tbody>
</table>

50

(v) Minimum Sub professional required for the assignment

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ARE (Bridge) (1 Nos.)</td>
</tr>
<tr>
<td>2.</td>
<td>Quantity Surveyor (1 No.)</td>
</tr>
<tr>
<td>3.</td>
<td>Field Engineers Bridge/Highway (2 Nos.)</td>
</tr>
<tr>
<td>4.</td>
<td>Surveyor (1 Nos.)</td>
</tr>
<tr>
<td>5.</td>
<td>Quality Control Engineer (2 Nos.)</td>
</tr>
<tr>
<td>6.</td>
<td>Lab Technician (2 Nos.)</td>
</tr>
<tr>
<td>7.</td>
<td>JuniorSafety cum Environmental Specialist (SSE) (1 No)</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Note: Full equipped office with office manager 1Nos, Auto cad Operator- 1 No, Computer Operator- 2 nos, Office Boy- 1 nos, Guard-
1 no with all office furniture’s and stationery.

vi) Sub-criteria for qualifications of key staff is as mentioned below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Educational Qualification</td>
<td>25%</td>
</tr>
<tr>
<td>B</td>
<td>Adequacy for the Assignment</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Above weightage will be in percentile term. Maximum weightage will be given to the candidate with highest Qualification/ Experience. The minimum technical score required to qualify is: 75%

5.4 The single currency for price conversion is Indian Rupees (INR).

5.5 The formula for determining the financial scores is:

\[ S_f = 100 \times \frac{F_m}{F}, \]  
*in which \( S_f \) is the financial score, \( F_m \) is the lowest price and \( F \) is the price of the proposal under consideration*

5.6 The weights given to the technical and Financial Proposals are:

Weightage given to Technical Proposal (T %) = 80 % and

Weightage given to Financial Proposal (P %) = 20 %

6.1 The address for negotiation is:

Bihar Rajya Pul Nirman Nigam Ltd
7, Sardar Patel Marg, Patna – 800015

6.2 Commencement of Assignment: The firm shall begin carrying out the services within 15 days after the effective date of the contract.
SECTION 3: FIRM’S CREDENTIALS STANDARD FORMS

The proposal should contain the following information in enclosed format attached at Form FC-1.

(i) Year of Establishment of Firm

(ii) Average annual turnover of last three years i.e. 2017-18, 2016-17, 2015-16 From Consultancy Business.

(iii) Number of Key personnel with the firm

(iv) Experience of preparation of Detailed Project Report of single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate length of minimum 2000 m in last 7 years.

(V) Experience of the firm as supervision consultant /independent consultant in single highway/bridge projects consisting of bridges/ flyover/via duct of aggregate length of minimum 6000 m in last 7 years.

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three financial years i.e. 2017-2018, 2016-2017 and 2015-2016). For claiming experience of projects completion certificate from employer must be enclosed. Substantially completed projects will also be considered as qualifying projects provided client certificate mentions the same. The proposal must also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.
**FORM FC-I**

**FIRM’S CREDENTIALS**
(to be filled by each of the constituent firm in case of JV)

1. Name of the packages to be applied for:-

2. Year of establishment of firm.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Year of Establishment</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sole or Lead Partner in case of JV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Partner of JV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Office/Business Address/Telephone nos. /Cable Address.

4. Consulting firms name / former name and year of establishment.

5. Narrative description of firms (Use other sheet, if necessary)

6. Name of, not more than two (2) principals who may be contacted with title and telephone number /fax number.

7. Number of key Personnel in the Organization.

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>With experience more than 10 years and employed with the firm for at least 1 year.</td>
</tr>
</tbody>
</table>

8. Financial Statement of the last three years.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>2017-18</th>
<th>2016-17</th>
<th>2015-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Annual turnover from Consulting business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Total Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Working Capital</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>viii.</td>
<td>Net Profit.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: i) The amount shall be stated in INR.
ii) The currency conversion rate for the respective years shall be mentioned for other international currencies.

iii) The application with amount stated in currencies other than INR shall be treated as non-responsive.

9. Highway/bridge projects consisting bridge handled by the consulting firms during the last seven financial years (Only those projects be included, which are supported by the certificate of the Employer/Client) mentioning that the consultancy work has been completed satisfactorily.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Projects Name/Year</th>
<th>Type of Services Rendered</th>
<th>Length of Projects (kms)</th>
<th>Length of Highway with bridges. Mention bridge length</th>
<th>Length of flyover/ Elevated road/ via duct. Mention length</th>
<th>Employer</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

**SECTION 4: TECHNICAL PROPOSAL STANDARD FORMS**

Technical Proposal submission forms

Form Tech -1 Firm’s References

Form Tech- 2 Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Client

Form Tech -3 Description of the Methodology and Work Plan for performing the Assignment

Form Tech – 4 Team Composition and Task Assignments

Form Tech – 5 Format of Curriculum Vitae of proposed Professional Staff
Form Tech – 6  Time Schedule for Professional Personnel
Form Tech – 7  Activity (Work) Schedule.
**FIRM’S REFERENCES**

Relevant Services Carried out during Last 10 (Ten) Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association/consortium was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country :</td>
<td>Key Professional Staff Provided by Your Firm/entity (profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address :</td>
<td>No. of Staff-Months, duration of Assignment</td>
</tr>
<tr>
<td>Start Date (Month/Year)</td>
<td>Completion Date (Month/year)</td>
</tr>
<tr>
<td>Name of Associated consultants, if any;</td>
<td>No. of months of Professional Staff, provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your firm:</td>
<td></td>
</tr>
</tbody>
</table>

Firm’s Name ____________________________

Note: In case of claiming experience of completed projects, completion certificate from the Employer must be enclosed. In case of works which have been substantially completed, certificate issued by Employer must
indicate the Financial Value of work already completed in addition to the
total cost of the work.
COMMENDS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

On the Terms of Reference (Not more than one page)

1

2

3

4

5

.............
DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Not more than 8 pages)

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

4. c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

32
TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical /Managerial Staff

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name</th>
<th>Qualification</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td>2</td>
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<td>3</td>
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<td>......</td>
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</tr>
</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Qualification</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td>......</td>
<td></td>
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</tr>
</tbody>
</table>
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [only one candidate shall be nominated for each position]: ______

2. Name of Firm [Insert name of firm proposing the staff]: __________________________

3. Name of Staff [Insert full name]: _________________________________________

4. Date of Birth: __________________________ Nationality: _______________________

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: __________________________

6. Membership of Professional Associations: __________________________

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: ________

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: ________
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: ____

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

   From [Year]: ________ To [Year]: ________
   Employer: __________________________

   Positions held: __________________________

11. **Detailed Tasks Assigned**

   [List all tasks to be performed under this assignment]

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

   [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

   Name of assignment or project: __________________________
   Year: __________________________
   Location: __________________________
   Client: __________________________
   Main project features: __________________________
   Positions held: __________________________
   Activities performed: __________________________

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

[Signature of staff member or authorized representative of the staff]  
Day/Month/Year

Full name of authorized representative: ______________________

______________________________  
Date: ______________________

Undertaking:

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further I certify that I am available for the assignment and shall be willing to work for BRPNNL for the entire duration of the position. I have also not left any BRPNNL project (completed/ongoing) without its approval and have not been debarred by BRPNNL in past.

______________________________  
Date: ______________________

(Signature of staff member and Authorized Representative of the Firm)  
(Day/Month/Year)

Full name of staff member: ______________________

Full name of authorized representative: ______________________

Note:

a) Photocopy of degree certificates duly signed by the personnel in blue ink to be enclosed with proposal.

b) Personnel is to affix his recent photograph on first page of CV.

c) Document for proof of age is to be enclosed.

d) Document for proof of qualification is to be enclosed.

e) Age of the personnel should not be more than 65 years.
# TIME SCHEDULE FOR PROFESSIONAL PERSONNEL.

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Staff input (in the form of a bar chart)</th>
<th>Total staff-month input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Foreign</td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>[Home]</td>
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<td></td>
<td>[Field]</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal
1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3. Field work means work carried out at a place other than the Consultant's home office.

<table>
<thead>
<tr>
<th></th>
<th>Full time input</th>
<th>Part time input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal | Total

Signature………………………..
(Authorized Representatives)

Full Name………………………
Title…………………………..
Address…………………………..
# ACTIVITY (WORK) SCHEDULE

## A. **Activity Schedule**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item of Activity(work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Month wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]**

## B. **Submission of Reports**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Reports</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Progress report</td>
<td>Every month By 5th of following Month (5 copies)</td>
</tr>
<tr>
<td>2</td>
<td>Quarterly Progress Report</td>
<td>Every Quarter By 10th day of April, July, October and January (5 copies)</td>
</tr>
<tr>
<td>3</td>
<td>Supervision Manual</td>
<td>At commencement of the assignment (5 copies)</td>
</tr>
<tr>
<td>4</td>
<td>Sectional Completion Report</td>
<td>On completion of each section of the Construction package (5 copies)</td>
</tr>
<tr>
<td>5</td>
<td>O &amp; M Manual</td>
<td>On completion of each section of the construction package (5 copies)</td>
</tr>
<tr>
<td>6</td>
<td>Final Completion Report &amp; CD</td>
<td>On completion of the Package (10 copies)</td>
</tr>
<tr>
<td>7</td>
<td>Methodology before start of any activity</td>
<td>Two (2) per activity</td>
</tr>
</tbody>
</table>
## SECTION 5: FINANCIAL PROPOSAL STANDARD FORMS

<table>
<thead>
<tr>
<th>Form FIN-1</th>
<th>Summary of costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form FIN-2</td>
<td>Breakdown of currency cost</td>
</tr>
</tbody>
</table>
## SUMMARY OF COSTS INR

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Local Consultants</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Remuneration for Local Professional Staff</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Administrative Support Staff</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Duty Travel to Site</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Office Rent</td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>Office supplies, Utilities and communication</td>
<td></td>
</tr>
<tr>
<td>VII</td>
<td>Office Furniture and Equipment</td>
<td></td>
</tr>
<tr>
<td>VIII</td>
<td>Reports and Document Printing</td>
<td></td>
</tr>
<tr>
<td>IX</td>
<td>Survey Equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Local Consultants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultancy Service Tax payable in India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Cost (including Tax)</td>
<td></td>
</tr>
</tbody>
</table>

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract.
**BREAKUP OF LOCAL CURRENCY COSTS**

**REMUNERATION FOR**

**I. LOCAL STAFF**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Man Month</th>
<th>Billing Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Professional Staff</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Team Leader – 1 No.</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sr. Bridge Design Engineer – 1 No.</td>
<td>48</td>
<td>12 (As per requirement)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Sr. Bridge/Structure Engineer -1 Nos.</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Sr. Highway Engineer – 1 No.</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Sr. Quantity Cum material Cum contract specialist - 1 No.</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>SSE (Safety Cum Environmental Specialist)</td>
<td>8 (As per requirement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>CDS ( Safeguards Social cum Community Development Specialist)</td>
<td>4 (As per requirement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub total</td>
<td>216</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Professional staff**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Man Month</th>
<th>Billing Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quantity Surveyor (1 No.)</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Field Engineers Bridge (3 Nos.)</td>
<td>144</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Surveyor (1 No.)</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Quality Control Engineer (1 Nos.)</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Lab Technician (4 Nos.)</td>
<td>192</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Junior Safety cum Environmental Specialist (SSE)- (1 No)</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td>528</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>744</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:- Deployment of Sr. Bridge Design Engineer, SSE & CDS shall be as per requirement and direction by Client.

II. Administrative Support Staff – Fully Equipped office with all support staff.

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Man Month</th>
<th>Billing Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Office Manager</td>
<td>48</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. Computer Operator  2x 48
3. Auto CAD Operator  48
4. Office Boy  48
5. Guard  48

**III. Transportation (Rental only) (fixed cost)**
The vehicles for the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Quantity</th>
<th>No. of months</th>
<th>Rate per month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scorpio or equivalent</td>
<td>1</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bolaro or equivalent</td>
<td>2</td>
<td>96</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IV. Office Rent - Fixed cost (Rental only)**
The rent cost includes maintenance, cleaning, repairs, etc.

For 48 Months.  

Total--------

**V. Office Supplies, Utilities and Communication (Fixed cost)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Months</th>
<th>Monthly Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>48</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: office supplies and running cost includes stationery, computer running cost mobile/Telephone software compatible to civil work courier etc.

**VI. Office Furniture and Equipment (Fixed cost Rental) – Lump Sum**

*Office furniture rental shall comprise to run the consultant’s office items like desks, chairs, computer table, cupboards, filing cabinet, meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted.*

**Office equipments rental shall comprise to run consultant’s office items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted.*
## VII. Reports and Document Printing

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>No. of months</th>
<th>No. of copies per volume</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Progress Report with video recording</td>
<td>48</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Quarterly Progress Report with CD</td>
<td>16</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Supervision Manual</td>
<td>1</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Sectional Completion Report</td>
<td>As required</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>O &amp; M Manual</td>
<td>5 Min/As</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Final Completion Report with CD</td>
<td>1</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Methodology before start of any activity</td>
<td>As required</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>As built drawing with autocad file</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

### Total

## VIII: Survey Equipments

<table>
<thead>
<tr>
<th>Item</th>
<th>Months</th>
<th>Monthly Rate</th>
<th>Amount</th>
</tr>
</thead>
</table>


SECTION 6
TERMS OF REFERENCE
(TOR)
SECTION 6

BACKGROUND, INFORMATION AND TERMS OF REFERENCE

1. BACKGROUND

1.1 These Terms of Reference (TOR) define the services required of the Consultants to be engaged to assist Bihar Rajya Pul Nirman Nirman Nigam (BRPNNL) in implementation of the project.

1.2 The project is located in the States of Bihar.

1.3 The construction work comprises following contracts...........

<table>
<thead>
<tr>
<th>Supervision Consultancy for Projects</th>
<th>Civil Works Project Details</th>
<th>Length</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Double Deck Fly Over from Gandhi Chowk to Nagarpalika Chowk in Chhapra Town of District Saran under C.R.F. (Total Length of Upper and Lower Deck is (6620 Mtr).</td>
<td>6620m</td>
<td>48 months</td>
</tr>
</tbody>
</table>

1.4. It is proposed to engage highly qualified Consultants with proven relevant experience in implementing the projects of similar nature and size, for the supervision of proposed civil works. The proposed construction technology involves use of latest machinery and equipment and it is expected that the Consultants engage experts to be deployed to have proven National experience of handling such construction works.

1.5 The Bihar Rajya Pul Nirman Nigam Ltd (BRPNNL) will be the Employer and Executing Agency of this project.

1.6 Keeping in view the construction duration period vide details in para 1.3 above, it is felt that more concerted efforts will be required to be made either at one front/stream by deploying more machinery and manpower including increasing the number of shifts etc or alternatively by opening more than one frontage simultaneously in order to complete the project within the stipulated periods. These details are furnished to acquaint the prospective Supervision Consultants to understand the quantum of supervision work involved. The Consultants are expected to reflect the above requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology. Broadly the supervision construction work program shall require working as per requirement of civil work.

2. PROPOSED CONSULTANCY ARRANGEMENT

2.1 Under the proposed arrangement supervision consultant will be required to create office, located at a suitable place. The office will have key personnel / experts performing advisory, supervision and regulatory functions. Supervision Consultant will be deployed Engineers for
construction project, to carry out round the clock supervision of works as well as quality control testing etc. as may be required. Some of the experts will have relatively short duration stay, because of their work being more of expert advisory nature broadly as per details given in Anex-I.

2.2 The proposed supervision project stretch is relatively large in terms of length and lane of the bridge. The Consultant may associate, if they like, with other consultants/sub-consultants to enhance their capability/capacities. They may even hire the services of a better-qualified and experienced key expert from outside (ensuring their availability for the project duration) to enhance the quality of the team, if such experts are not readily available with them. The co-ordination aspects including the payment arrangement between lead and JV Partner/Associate Partner will be required to be firmed up before the award of supervision consultancy services to avoid problems during implementation stage. The responsibility for the supervision works for the construction packages will, however, firmly rest with the main consultant. It is not obligatory for the main consultant to have any association.

2.3. The Consultant will ensure the availability of technical key personnel round the clock for supervision at construction site so that no single activity left without technical supervision.

2.4. The available key personnel shall have responsibility to ensure the execution of work as per design and drawing.

2.5. The technical key personnel (employed by Consultant) will also be responsible for any inferior quality/ poor performance of the work and his name will be circulated in newspaper if he fails to do so, to debar from any other site for employment and action may be taken accordingly.

2.6. All responsibility regarding quality of works will be borne by Supervision Consultant.

3. OBJECTIVES

The objectives of the consultants’ services are:

i) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering design, technical specifications and other contract documents within the stipulated time period with verification of structural design submitted by DPR Consultant.

ii) To demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work and raise alarm to IA at any point of time whenever required for the safety of project.

iii). Social and environmental examination with resettlement plan i.e. L.A. Plan encroachment plan, environmental management plan.

3. Contract management framework (CMF)
A Contract Management Framework (CMF) will govern the execution of works. The main features of Contract Management Framework (CMF) formulated for the execution of the proposed construction of works are:

(a) To administer the contract B.R.P.N.N. Ltd. Patna will be the Employer. The Managing Director will be the overall in-charge of package. The Senior Project Engineer shall be administering the works of division. The Senior Project Engineer and their associates will interact with both the Supervision Consultant and Contractors shall be reporting to the Managing Director at the Head Office through Deputy Chief Engineer.

(b) The Managing Director will be the overall in-charge for the project. Without his/her prior written consent no one shall make any change in works project plan and design.

(c) The Senior Project Engineers will administer the works project on behalf of the Employer in accordance with the provisions of this contract and rules of the company.

(d) The Senior Project Engineers will have the authority to give directions to the Supervision Consultant in all routine matters related to the contract management/administration. Such matter shall include but not limited to the following:

   (i) To take corrective action for any laxity in respect of slow progress and poor quality level of execution and will be equally responsible as contractor for delay in work in case of idol setting.

   (ii) Examination of the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants.

   (iii) The Supervision Consultant shall duly consider his suggestions/directions and in case of any differences Sr. Project Engineer or Project Engineer shall send their independent point of view to the Managing Director for decision-making and the decision of the Managing Director will be finally implemented.

(e) The Consultant shall nominate a representative who shall be called the Team Leader. The Team leader shall have a team of experienced technical and support staff for the execution of the Consultancy Service under the Contract.

(f) The Supervision Consultant will be a part of the Contract Management Framework and will assist the Employer’s representative in all matters pertaining to contract management, as required.

(g) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Supervision Consultants for taking necessary action. The Employer or his
representative may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed but during the test check representatives of the Supervision Consultants and the Contractor may remain present.

(h) Supervision Consultant will check the work within 30 minutes after completion of work or issue of RFI (Request for Inspection) and if not checked by them, Contractor may ask to client for it then work will be checked by client and responsibility will be fixed on supervision consultant.

Scope of consulting services
1.13 The Scope of Consulting Services shall include but not necessarily be limited to the terms and conditions as defined hereon.

1.14 In addition to carrying out the supervision of all construction activities, the Consultant shall supervise all the physical survey, material testing, consumer indexing and asset mapping being done by works contractor. The Consultant shall represent the Employer’s representative before the Contractors to ensure that the contract is executed as per terms and condition of the contract and shall also perform the following activities under intimation to the Employer or its representative:

1.15 Supervision consultant will be required to assist the authority in land acquisition process. They will also act as liaisoning body in between employer and different district authorities.

Work Program

1. Interpretation of the Technical and Contract Documents.

2. Carry out 100% survey work (level check at each and every stage through all STATION) if any jointly by the contractor and the supervision consultant.

3. Scrutinize and approve the Contractors’ detailed work program, method statement, material sources, manpower/machinery deployment plans for carrying out the works and suggest modifications if any, to ensure that these are satisfactory giving particular attention to the technical requirements, project work implementation schedule, practicability and environmental aspects as well as safety of works, personnel and the general public and recommend the same for approval to Employer’s representative. Work program should be scrutinized within 10 days of the submission of the program.

4. Prepare a project monitoring scheme (which will include technical, physical and financial details), and finalize formats for reporting progress of Supply and installation works and procedures for expediting supply of
materials and equipments for installation in accordance with the technical specifications and project time schedule.

5 Measurement submitted by contractor will be checked and verified with BOQ as per terms of the contract.

6 Propose and present for approval of the Employer's/its representative changes in the technical documents that may be deemed necessary for the completion of works including information on any effects the change may have on the contract amount and time of completion of the project and prepare all specifications and other details arising thereof.

7 To conduct market survey and carry out rates analysis at fixed rates (floor price) of any specific materials/item/equipment required for the work project not covered in the schedule/tender for the construction work and get it approved by Employer.

8 Assistance in getting approvals from various government departments, local governing bodies, Panchayats, North Bihar Power Distribution Company Ltd, Telephone departments, PHED, Municipal Corporation etc necessary for successful and timely execution of work including Land Acquisition, Forest clearance and Utility shifting etc also.

9 Extend assistance in according vendor approval by matching the general technical particulars for equipments, scrutinizing the type tests, verifying drawings etc.

10 Inform the Employer's representative on hindrances/obstructions or issues which may arise in connection with the implementation of the contract and make recommendation to the Employer's representative for possible solutions well in time.

11 Keeping in view the duration of works, milestones and the manpower requirements of the project, it is expected that the Consultant shall advice the Contractor, if need be, to accelerate the efforts to meet these milestones either by deploying more manpower or introducing more number of shifts etc in order to complete the work within stipulated period. If the above entails deployment of additional Field Engineers/other officials by the Consultant, the same shall be ensured by the Consultant.

12 Provide assistance to Employer's representative in exercising strict financial control vis-à-vis physical progress and assist the Employer's representative in capitalization of assets so created in phases.

**Supervision**

- Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
➢ Scrutinize the contractor’s detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;

➢ Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;

➢ Monitor the construction method by assessing the adequacy of the contractor’s input materials, labour, equipment and construction methods;

➢ Furnish the detailed construction drawings as necessary during continuance of the contract;

➢ Supervise and Monitor construction work of each contract package;

➢ Monitor implementation of Environmental standards, safeguards and Resettlement plans;

➢ Establish Quality assurance system including verification of source of material;

➢ Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;

➢ Supervise the construction of the various contract packages for achieving the expected outputs of the project;

➢ Record the work measurement;

➢ Assist third party inspections, if necessary, as decided by Client;

➢ Review and recommend for the approval by the client “as built” drawings submitted by Contractor;

➢ Assist the Client in issue of completion certificates;

➢ Assist for resolution of all contractual issues including examining the contractor’s claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by the Client;

➢ Inspect the works at appropriate intervals during defect liability period and certification issue;

➢ Prepare monthly project progress reports describing the physical and financial progress of each project, highlighting impediments to the quality and progress of the works and remedial actions, for submission to IA’s and PMU;
➢ Assist IA in monitoring the progress as per the Program Performance Monitoring System (PPMS);

➢ Assist the IA in other tasks as assigned to it by the Higher Authority.

**Construction Supervision**

13 Undertake site supervision to check project quality, time schedule, ensure implementation in accordance with the approved drawings, technical specifications and other stipulations of contract documents and ensure that quantity utilization is as per invoice submitted by the implementation agency and to maintain quality control as per IRC SP-47-1998 (QA-Q3 Plan)

14 Assess the adequacy of all inputs such as materials and labours provided by the contractor and his/her methods of work in relation to the required progress, and when required take appropriate action in order to rectify and to expedite progress.

15 To ensure that the construction methods proposed are in compliance with the requirements of the Contract.

16 Ensure implementation of works in compliance with various laws/Acts concerning the safety requirements of the works and labour welfare.

17 Inspect the works on final completion before taking over and indicate to the Senior Project Engineer and the Project Engineer any outstanding work that needs carried out by the Contractor.

**Quality of Materials and Works**

18 Evolve and implement a quality assurance plan for the works comprising of methods and criteria for sampling, acceptance, testing, quality control measures etc based on statistical methods, relevant standards as well as international practices during and after execution of work to ensure required compliance with standards and consistency in quality.

19 Inspect the performance of works with regard to workmanship and compliance with the specification/order, supervise and perform field tests on materials and/or work and approve/disapprove the work/material/equipment of Contractor and ensure removal of disapproved works/materials/equipments from the site immediately, after consultation with the concerned Sr. Project Engineer & Project Engineer.

20 In the event any material or item of work is found to be substandard and unacceptable, the Consultant shall intimate the Sr. Project Engineer for initiating actions so that such cases do not reoccur.

21 The Consultant shall make quality surveillance of all activities from engineering, survey, erection, construction up to final field testing and commissioning during execution of the works. The Consultant will also certify quantity of material/equipment used in the work. If during field testing of works the quality/quantity of Material/Equipment is suspected to
be inferior or less than what was supposed to be used, it will be reported to
the concerned Sr. Project Engineer who, in turn, shall get the testing done
at any of the recognized testing laboratory in presence of contractor/vendor
or his representative. Such material/ equipment shall not be used by in the
execution of works.

**Bills & payments of Contractor**

After submission of bill by Contractor, the consultant is required to complete all
activity indicated from Sr. No 23 to 32 below within a period of Three (3) days and
submit the same to the Senior Project Engineer/ Project Engineer.

23 Administer the Contract, verification of variation orders submitted by the
contractors, verification of claims and other matters as a representative of
the Employer.

24 Recommend to the SPE with the permission of SPE/PE through PE for payment
of the regular bills with applicable taxes and price variation bills if required as
per Contract/invoices received from the Contractor.

25 Provide assistance to Employer’s representative or perform verification for
approving/clearing claims/ and variation orders invoices submitted by the
Contractor and recommend payments to be made thereafter.

26 Examine and make recommendations on all claims from the contractors for time
extension, extra compensations, extra work or expenses or other similar matters
including determination of new rates when required.

27 Determine the amount to be added to or deducted from payments to the
Contractor for any additional work or for work omitted respectively.

**Certification of Work Completion**

Consultant shall have to ensure Certification of Work Completion within three (3)
days after submission of the bill by the contractor in addition to undertaking
following activities at Sr. No. 28 to 32:

28 Upon receipt of notice of completion from the Contractor, inspect the works
and inform Contractor and Employer’s representative, Sr. Project Engineer/
Project Engineer in writing, items needing rectification for completion.

29 Before the issuance of the certificate of completion specify and supervises
any remedial works to be carried out and recommend the same upon
completion. The inspection should be carried out with representative of the
Employer.

30 Shall carry out final inspection of the completed section including the test
on completion.

31 Prepare Certificate of Completion stating date(s) from which the defect
liability period of supply and installation work shall commence.

32 Ensure that all post-construction (as built) drawings and bills of quantities
that may arise thereof are furnished/submitted.

**Dispute settlement**

33 Assist the Employer with respect to the submission of information/data in relation to settlement of disputes through amicable settlement, adjudication or dispute resolution whenever required.

34 To prepare, on behalf of Employer's representative, notes, damage claims, penalty etc. whenever applicable to the Contractor for Contract Administration and ensure issuance of the same by Employer's representative.

35 Facilitate decisions on all claims and accounts and all post contractual formalities, question, disputes and differences which may arise between the Employer and Contractor and which under the terms of the Contracts are left for the dispute settlement and decisions.

36 Assist and advise the Employer and its representative with regard to any matter that may be subject to adjudication, dispute resolution, inquiry or litigation up to delivery certificate of completion.

**Recording measurement**

37 The consultant’s Bridge / Highway Engineer and Field Engineers shall be responsible for verifying contractor’s bills by making field measurement of all items of works and of quantities of materials incorporated in the work and maintaining up to date books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction.

38 The consultant’s Team Leader would monitor the expected project cost based upon the remaining quantities from time to time. His FE shall manage construction contractor’s general records of all labours and specified materials used in the works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor and submit internal notes to the Senior project Engineer/Project Engineer.

39 The consultant’s Team Leader would furnish the certificate to the Sr. Project Engineer through the Project Engineer that the items included in the Contractor’s bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.

40 Following percentage checks of recording of measurement and quality control tests shall be exercised by the officials of the Consultant on compulsory basis:

(i) Following percent checks on measurement shall be done by the designated officers as specified below:

- Bridge/ Highway Engineer 100 %
(ii) These checks shall be made on the works of each item in the given percentage and should cover all-important items/components of work. In addition Sr. Project Engineer or his representatives to perform such checks on a regular basis. Although checks of measurements by the Sr. Project Engineer in representative have been laid down, but the Consultant will be fully responsible for all measurements recorded or checked by his staff. Percentage checking of measurements prescribed for Team leader is for other than those checked by the Quantity surveyor cum contracts specialist. But this does not prohibit the Team Leader from checking the measurement of the part already checked by Quantity Surveyor cum Contracts Specialist. However this shall be in addition to the prescribed percentage.

(iii) Minimum 10% measurement will be verified by BRPNNL’s designated officers namely S.P.E. & 20% by P.E.

(iv) Minimum 50% measurement will be verified by BRPNNL’s designated officers namely J.E.

1.15 The Consultant firm ensures that the Team Leader shall update the Sr. Project Engineer BRPNN Ltd. Saran Division, Chhapra at least once in a month to discuss the progress, performance of the team and other issues. Failure to do so will entail a penalty of Rs. 50,000/- for each such failure. Such penalty shall be over and above the penalty mentioned in clause 1.68 under the head “Delay in services” in Section-VI.

**Reporting requirements**

1.16 **Inception report:** An inception/commencement report along with a construction supervision manual in 5 copies each shall be submitted by the Consultant within 30 days of commencement of services. The commencement report shall contain the details of all meetings held with the Sr. Project Engineer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants’ perception in the management and supervision of the project with detailed situational analysis of the current structure. The report shall also include the master work program and resource mobilization plan for the project. The primary objective of the supervision manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is not intended to be a contractual document, nor is it to take precedence over the specifications. The manual will merely act as a guide and reference to the various staff of the Consultant in discharging their duties in a smooth and systematic manner.

1.17 The Consultant shall be required to:

(a) Implement a system for monitoring the progress of work based on
computer based project management techniques such as Primavera.

(b) Prepare all reporting formats relating to the project, in which the progress of the works, material supply, performance of the contractor etc shall be monitored and getting them approved by the Sr. Project Engineer.

(c) Certify the achievement of the contractual milestones, and the satisfactory quality of the progress, in line with the progress milestone laid down in the Contract.

(d) Track the progress of project execution based on the PERT chart and CPM submitted by the contractor.

(e) Timely assistance and direction to the contractors in all matters related to interpretation of the Contract document, testing and other matters related to contract compliance and progress of the project.

(f) To assist the Sr. Project Engineer in initiating action on slow progress and any violation of the Contractors’ obligation, if any, as per contract conditions.

1.18 The progress reports submitted by the Consultant should clearly indicate the contractor's performance, quality of work, delays, deficiencies, constraints, and the project's financial status, forecasts, and giving recommendation for action.

1.19 Fortnightly physical progress report: The consultant will submit fortnightly physical progress report on the first day of the 1st & 3rd week of every month.

1.20 Monthly progress report: Monthly progress report shall be submitted to the Sr. Project Engineer and it shall be brief and concise and provide means of closely monitoring project progress and shall cover the following:

1.21 Monthly progress Report will be prepared at the end of each calendar month and delivered in the 1st week of every month in 3 copies.

1.22 Quarterly progress report with presentation: A detailed quarterly report in 3 copies shall be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities, illustrated by progress/completion photographs, status of any delays and contractual claims, and details of all latest financial projections. The progress reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors’), physical and financial progress and the projected progress for the forthcoming periods. The report shall clearly bring out the delays, if any, reasons for such delay (s) and the recommendations for corrective measures. The report shall also contain the performance data for Contractor's plant and equipment.

1.23 **Final report:** A detailed Contract Completion/Final Report in 3 copies is to be
submitted to the Sr. Project Engineer. The Consultant will prepare a comprehensive final completion report of the construction contract package within 3 months of completion of the work. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawing, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer's representative. The consultant shall submit the self appraisal report within the prescribed time summarizing the following details:

(a) Details of Personnel including substitution made during the assignment.
(b) Details of variation orders issued.
(c) Details of extension of time granted to the Contractor.
(d) Details of Quality Assurance System.
(e) Quality observed at site by the consultant.
(f) Details of claims.
(g) Special preventive measures for maintenance suggested by the Consultant.

1.24 A Maintenance manual, detailing routine and periodic maintenance tasks that will be required to maintain the completed project shall also have to be prepared and submitted by the Consultant. Draft copies of this manual should be submitted for comments to the employer’s representative within 12 months of commencing services.

1.25 The Consultant shall investigate and initiate early action with regard to the delays in the execution of works. The Team Leader of the Consultants’ Supervision team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants’ Team shall be objective and shall substantiate any event/recommendation with factual data and information. The progress reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using “S” curves and/or any other widely accepted superior methods of representation.

**Actions requiring specific approval of the Employer**

1.26 The Engineer will be required to obtain the specific approval of the employer and its representative in the matters as specified in the Contract Agreement.

1.27 The Engineer will seek prior written permission of the employer and its representative before taking any of the following actions

(a) Consenting to the subcontracting/subletting of any part of the works
(b) Certifying additional cost determined
(c) Ordering suspension of work
(d) Issuing the Notice to commence the work

(e) Approve any extension of contractual time limits.

(f) Any variations or deviations proposed by the Contractor with financial implications. This shall include variation in work quantities for fixation of rates. *It shall be limited to the ceiling limit as specified in price & cost variation clause of the work contract as per codal provision.*

(g) Approving rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of work contract as per codal provision.

(h) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price. If test result fails, its cost will be born by the contractor.

(i) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

8. **INTERIM AND FINAL PAYMENTS**

8.1 The Supervision Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision Consultants following claims filed by the Contractor. Interim monthly claim (Bill) should be certified by Supervision Consultant within 7 days. The Engineer/Engineer’s Representative will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be taken by the Engineer’s Quantity Surveyors or any senior Technical staff. In processing contractual payments, the Team Leader of the Supervision Consultant will certify that they have checked at least 40% of the measurements and quality control tests. The Team Leader shall intimate the details of these check tests to the SPE before undertaking them, so that the SPE or his officers could associate, if they wish to do so. The Team Leader or any of his concerned experts shall do the repeat tests or measurements, if directed by the SPE of the construction package, in the presence of SPE or any of his representative. In case of any conflict the Team Leader may do the test recheck in the presence of the SPE limited to 2% of total measurement/quality control tests. In the event of such conflict the Employer will release to the contractor 80% of the disputed amount as certified by the Engineer and then instruct the Engineer to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

9. **LIKELY ADDITIONAL SERVICE**

9.1 The consultants may be required to carry out the following in the event of the contingencies arising for them on the request of the employer as per terms negotiated then. No financial cost should be provided against them in the present financial proposal. The events are:

(i) preparation of reports or additional contract documents for
consideration of proposals for carrying out additional work; deviated work, Preparatory work etc.

(ii) any other specialist services by the Engineer or by other specialists, pertaining to the works contract supervised by the consultant as may be agreed upon

(iii) Conduct of a training programme at site of similar nature of work flyover / elevated road/ via duct in any one foreign country for at least 10 nos of concerned engineers of BRPNRL for maximum 10 days.

10. REPORTING REQUIREMENTS

10.1 The consultant will prepare and submit the following reports in hard and soft copies to the Employer on the format prepared by the consultants and as approved by the Employer.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of the Reports</th>
<th>No. of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Progress Report</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Quarterly Progress Report</td>
<td>5</td>
</tr>
<tr>
<td>3.</td>
<td>Sectional Completion Report</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Final Completion Report with CD</td>
<td>10</td>
</tr>
</tbody>
</table>

10.2 MONTHLY REPORTS

The Engineer will, no later than 10th of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for on-going road and bridge works, outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of agencies to permit unconstrained works implementation.

10.3 QUARTERLY PROGRESS REPORTS

The Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor’s claims, if any; etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan and other relevant information for the ongoing contracts.
The Construction Supervision Consultant shall also prepare and submit the following reports (hard & soft copies) from time to time to the client.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of the Reports</th>
<th>No. of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervision Manual</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Training Report</td>
<td>5</td>
</tr>
<tr>
<td>3.</td>
<td>O &amp; M Manual</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Methodology before start of Any Activity</td>
<td>2</td>
</tr>
</tbody>
</table>

### 10.4 SECTIONAL AND FINAL COMPLETION REPORTS

The Engineer will prepare a comprehensive final Completion Report for each defined section of the construction contract, after such sections reach a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.

### 11. STAFFING

11.1 The staffing of the consultancy contracts as shown in the Table below has been fixed by BRPNNL for bidding purposes and the Consultant will not be permitted to propose alternative arrangements. In addition, the Consultants shall propose and submit with their proposal the administrative, secretarial and other general office support staff required.

#### REMUNERATION FOR LOCAL STAFF

**Key Professional Staff**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Man Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader – 1 No.</td>
<td>48</td>
</tr>
<tr>
<td>2.</td>
<td>Sr. Bridge Design Engineer – 1 No.</td>
<td>12 (As per requirement)</td>
</tr>
<tr>
<td>3.</td>
<td>Sr. Bridge/Structure Engineer -1 Nos.</td>
<td>48</td>
</tr>
<tr>
<td>4.</td>
<td>Sr. Highway Engineer – 1 No.</td>
<td>48</td>
</tr>
<tr>
<td>5.</td>
<td>Sr. Quantity Cum material Cum contract specialist - 1 No.</td>
<td>48</td>
</tr>
<tr>
<td>6.</td>
<td>SSE (Safety Cum Environmental Specialist)</td>
<td>8 (As per requirement)</td>
</tr>
<tr>
<td>7.</td>
<td>CDS (Safeguards Social cum Community Development Specialist)</td>
<td>4 (As per requirement)</td>
</tr>
<tr>
<td></td>
<td>Sub total</td>
<td>216</td>
</tr>
</tbody>
</table>
### Sub-Professional staff

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Man Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quantity Surveyor (1 No.)</td>
<td>48</td>
</tr>
<tr>
<td>2.</td>
<td>Field Engineers Bridge (3 Nos.)</td>
<td>144</td>
</tr>
<tr>
<td>3.</td>
<td>Surveyor (1 No.)</td>
<td>48</td>
</tr>
<tr>
<td>4.</td>
<td>Quality Control Engineer (1 Nos.)</td>
<td>48</td>
</tr>
<tr>
<td>5.</td>
<td>Lab Technician (4 Nos.)</td>
<td>192</td>
</tr>
<tr>
<td>6.</td>
<td>Junior Safety cum Environmental Specialist (SSE) - (1 No)</td>
<td>48</td>
</tr>
</tbody>
</table>

Sub Total: 528
Total: 744

### Administrative Support Staff – Fully Equipped office with all support staff.

<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Man Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Office Manager</td>
<td>48</td>
</tr>
<tr>
<td>2.</td>
<td>Computer Operator</td>
<td>2x 48</td>
</tr>
<tr>
<td>3.</td>
<td>Auto CAD Operator</td>
<td>48</td>
</tr>
<tr>
<td>4.</td>
<td>Office Boy</td>
<td>48</td>
</tr>
<tr>
<td>5.</td>
<td>Guard</td>
<td>48</td>
</tr>
</tbody>
</table>

11.2 Consultants are required to furnish CVs of the key professional staff. The broad qualification and experience requirement of key professional staff are given in Annex – I. CVs of other staff are not required to be submitted but only the number and man months of such staff need to be indicated in the Technical Proposal. The cost in respect of the personnel is required to be provided in the Financial Proposal.

11.3 The man-months of Engineer not to be included in the Financial Proposal. Engineer’s remuneration will be deemed to be included in the element of contingencies.

11.4 The staffing schedule indicated to be above is for construction period and time taken to review the DPR and for processing final payments of the contractor. In addition Supervision Consultants will need to provide the services of any member/members of their team during defect liability period when BRPNL requires for such services. In such case BRPNL will pay for these services at the relevant rates specified in the financial proposal.

11.5 The staffing arrangements and levels assume that the engineers on the site supervision teams undertake the review of the contracts for the construction packages for which they are responsible as detailed in paragraph 6.3 above.

11.6 Amendments to the designs and the construction details, including redesign, shall be undertaken on site by the Sr. Bridge Design
Engineer, Sr. Bridge/Structural Engineer and the Asst. Bridge Engineer with the assistance of other site supervision staff as necessary.

11.7 The Consultant shall nominate its CEO or one of the Directors of the Consulting Firm to act as Engineer for the construction supervision contract. The Engineer shall have the ultimate responsibility for the satisfactory discharge of responsibilities under the supervision contract and shall ensure that the Engineer’s Representative exercises all reasonable skill, care and diligence and acts fairly under the terms of the construction contract(s). The Engineer shall visit the site(s) at every three months for a period of at least one week to familiarize himself with the progress and events of the construction contract(s).

12. STAFFING SCHEDULE

12.1 The total implementation period will consist of (i) a construction period of 48 months and (ii) a Defect Liability Period of 12 months. This period will be utilized in finalizing all the preliminary details in consultation with the employer. The Contract Specialist will assist the Employer in management of civil contract, besides finalizing the details/formats/schedules to be followed during the project implementation stage. It is proposed that the Contract Specialist may be deployed at site for about 30% of his proposed man-months duration and for the remaining duration, he may be allowed to provide his services from his home country as per the provisions of the contract. These details will, however, be firmed up during negotiations before finalization of the supervision consultancy contract.

12.2 The site supervision team would be mobilized on the date of actual commencement of works by the contractors. During the defect liability period, the Engineer along with other experts will be required to continue on a part time basis as and when required.

12.3 The consultant may propose the various categories of technical and administrative support staff and the corresponding man-months requirements. Man-months requirements for each category as proposed by the consultant will be generally considered as ceiling for each category and the deployment shall generally not exceed more than 10% for the category, except in exceptional circumstances with prior approval of the client.

12.4 After award of the contract the Client expects all of the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the Consultant will ensure that there is a reasonable overlap of at least one month between the staff to be replaced and replacement, at the cost of the consultant with penalty as desired and calculated by employer.

13. FACILITIES

13.1 The construction Contractor shall provide staff and maintain a
laboratory for project including testing equipment, hard furnishing, water supply, electricity and cooling/heating equipment, which shall be made available for use by the site Supervision Consultant. Maintenance of the laboratory by the Construction contractor shall include the cost of the electricity, water and all consumable for testing. The construction contractor will be responsible for carrying out test for site control and quality of material and the Material Engineers of the Site Supervision Consultants shall be required to monitor lab testing and to carry out check tests as necessary to verify compliance with the construction contract.

13.2 The site Supervision consultant shall detail in his Technical Proposal the required provisions for transport (vehicles and drivers), office space, office equipment and office stationery, which he considers necessary to successfully carry out the services for implementation of the construction packages for which he is responsible. The Consultant shall also include the price of those items in his Financial Proposal.

13.3. Employer will provide to the consultants the copies of all the project reports including design and drawings and relevant databases collected by the design consultants. A copy of Detailed Project Report and the Contract Agreement of Civil Works will be made available to the consultant.

14. PERFORMANCE SECURITY

Supervision Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 2.5% of the accepted supervision consultancy cost towards Performance Security proportionately in the currencies of payment asked for in the bid proposal. The validity of the Bank Guarantee (s) shall cover entire duration of consultancy period plus including 24 months (In Defect liability Period). The format of the Bank Guarantee (s) shall be got approved by the consultant from Employer. The Bank Guarantee (s) shall be released after satisfactory completion of the assignment.

15. CONSULTANTS PROPOSAL SUBMISSION

15.1 The TOR is prepared to address supervision consultancy package in a general way. The consultants are advised to understand fully the specific requirements of the supervision consultancy work. The consultants are also advised to inspect the concerned project stretch and acquaint themselves with the ground realities.

15.2 The consultant submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project stretch requirements. All specific issues for which references have been made in the various paras of this TOR should be addressed effectively. General nature descriptions should be avoided.
A. BROAD QUALIFICATION REQUIREMENTS OF KEY PROFESSIONAL STAFF

Broad qualifications and experience of the key personnel and sub-professionals given below are clients’ perception in respect of the specific requirement of the project. Consultants are advised to prepare the CVs of their proposed key personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements. The CVs should also highlight higher education, training and publication of technical papers etc., by the key personnel in the related field as well as their experience in providing training in the related fields. The CVs of the proposed personnel should reflect size of the project handled in terms of length / costs, duration for which services were provided, source of funding for the project, type of contract document used etc. Broadly speaking, qualification and experience higher than the minimum requirement will be given higher weightage. Similarly, the personnel’s experience in services related to construction supervision will be given more weightage.

1. **Team Leader (Full Time)**

*Duties:* The Team Leader Cum will reside at project site on a full time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision and coordinate with all other experts of construction project. He shall act as an 'Engineer's Representative' acting on behalf of the consulting firm appointed by the Employer as already defined before. He shall be directly responsible for regulating the construction process. For this purpose, he shall be assisted by Key Personnel and other support engineers/personnel. He shall deal directly with the key personnel and other support staff to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. He will interact with the Project Directors and the Employer. The TL shall be overall responsible satisfactory performance SE as per the prescribed scope of work.

*Qualifications and Experience:* (i) He will be at least a civil engineering graduate and preferably with post graduate in civil engg/Highway Engg/Structure.

(ii) He should be well versed in managing the highway/bridge contracts of the size comparable to the proposed projects. He should have about 15 years of professional experience of Bridges/highway projects, out of which he should have worked in similar capacity for minimum 5 years on supervision/construction/AE/IE of major highway bridges/ Flyover/ Elevated road/ Via Duct etc.

(iii) He must have experience as Team Leader/Senior Bridge Engineer or equivalent in supervision of at least a single highway/bridge project consisting of bridge/ flyover of minimum length 500 mtr or more (excluding approaches) or at least 2 major bridge/flyover of minimum length 300 m or more (excluding approaches).

*Note:*

(1) Similar Capacity includes the following positions:

i) On behalf of Consultant: Team Leader/Senior Bridge Engineer (Construction Supervision/IE/DPR).
ii) On behalf of Contractor: Project Manager/ Senior bridge Engineer (Construction/ Construction Supervision).

(2) Only those projects will be considered for evaluation at S. No. (iii) where the input of the personnel is not < 12 months.

**Note:** In case of Contractor side experience, initial 5 years’ experience shall not be considered in counting similar capacity experience.

### 2. Sr. Bridge Design Engineer

**Duties:** The Senior Bridge Design Engineer shall be responsible for checking the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway. He shall also review the rehabilitation measures to be proposed by the Contractor for existing structures based on site condition and structural requirement basis. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design. He should have working experience of latest software used in design of bridge like STADD.

**Qualifications and Experience:**

(i) The candidate must be a civil engineering graduate with P.G. (Structure).

(ii) He should have total professional experience of more than 15 years in design out of which he should have worked in similar capacity for minimum 8 years in bridge/flyover/elevated road/ via duct etc. design.

(iii) Design experience of two major highway bridge of length 200 m or more (excluding approaches).

(iv) Experience as Sr. Bridge Design Engineer or in similar capacity in Construction supervision/AE/IE of single bridge/flyover of minimum length of 500 m or more (excluding approaches).

(v) He should have experience in innovative (Pre-cast Segmental, Cantilever Construction, PSC Box Girder etc.) Bridge Design with use of Computer aided software.

**Note:**

(1) Similar Capacity includes the following positions

i) On behalf of Consultant: Bridge Engineer

ii) On behalf of Contractor: Project Manager/Bridge Engineer (Construction/Construction Supervision)

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

**Note:** In case of Contractor side experience, initial 5 years’ experience shall not be considered in counting similar capacity experience.

### 3. Sr. Bridge/Structure Engineer (Full Time)

**Duties:** His duties will involve understanding the design provisions of both bridges and culverts, guiding and checking of reinforcement/cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs, checking the adequacy of proper form-work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Material
Engineer and the Contractor’s Expert to effectively control the quality of execution. He will be responsible for minor modifications in design of bridges/culverts, wherever required during execution.

**Qualifications and Experience:** (i) The candidate must be a civil engineering graduate and preferably with P.G. (Civil)/Structure. He must have (ii) Professional Experience of 15 years in Bridge works/Geotechnical investigations. (iii) He should have experience of 8 years as Bridge Engineer or in similar capacity of major highway/ bridge projects. (iv) He should have experience as Bridge Engineer or in similar capacity of at least 02 projects of major bridges with length not less than 500 meters & more (excluding approaches).
(v) He should have done foundation design and supervision of at least 2 major highway bridges/elevated structures with well/ pile foundations. (vi) Experience in rehabilitation/repair/ maintenance of bridges. Experience as Sr. Bridge/Structural Engineer or in similar capacity for at least one project for construction/supervision of Bridge of length not less than 1000 meter with experience in innovative (Pre-cast Segmental, Cantilever Construction, PSC Box Girder etc.) bridge Design with use of Computer aided software.

**Note:**

(1) Similar Capacity includes the following positions
   i) On behalf of Consultant/Contractor: Bridge Design Engineer
(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

Note: In case of Contractor side experience, initial 5 years’ experience shall not be considered in counting similar capacity experience.

4. **Sr. Highway Engineer:**

**Duties:** He will be responsible for coordination of supervision of highway construction work including earth work, sub grade, pavement & allied construction. He will keep proper records of the contractor’s activities & work progress. He will also assist the Team – Leader with updating drawings, setting up quality & quality control procedures and review of contractor’s method of construction strictly monitor the progress of work for timely completion of highway project.

**Qualification & Experience:**
(i) He should be Graduate in Civil Engineering and preferably P.G. in Highway Engineering/Civil/Transportation. (ii) He should have a professional experience of 15 years in construction/supervision of Highway Projects.
(iii) He should have experience as Sr. Highway Engineer/ Highway Engineer or in similar capacity in construction/supervision for at least 5 years. (iv) He should have experience as Sr. Highway Engineer/ Highway Engineer or in similar capacity in
construction/supervision of at least one major highway projects of minimum length of 50 Kms.

(v) Experience in supervision/IE/AE of at least one project of highway consisting length 50 km or more.

Note:
(1) Similar Capacity includes the following positions
   i) On behalf of Consultant/Contractor: Highway Engineer

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months

Note: In case of Contractor side experience, initial 5 years’ experience shall not be considered in counting similar capacity experience.

5. Sr. Quantity cum material cum contract Specialist Engineer
   (Full Time)

Duties: He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per codal stipulations and as per the specifications laid down in the contract for all the different stages of construction. He will be coordinating and controlling the support personnel placed with him and will report to the Team Leader/Employer’s representative as and when required. He will be deployed throughout the contract duration.

Qualifications and Experience: (i) He should be Graduate in Civil Engineering and preferably Post Graduate Degree in Civil/Soil Mechanics/ Construction Management. (ii) He should have total professional Experience of 15 years in construction/supervision of Highways projects. (iii) He should have experience of at least 5 years as Senior Quality/ Material Expert or in similar capacity in Construction /Construction Supervision of major highway projects. (iv) He should have experience of at least 2 highway projects as Senior Quality/ Material Expert or in similar capacity in Construction /Construction Supervision of major highway projects of minimum length of 50 Kms. He must be familiar with material property of road construction material, technical specifications and procedures of material tests and testing equipment’s. He must have experience in latest quality management techniques in highway projects using modern technology. (v) He should have worked as sr. quality cum material engineer or in similar capacity on highway/bridge projects having bridges/elevated structures 500 mts or more (excluding approaches).

Note:
(1) Similar Capacity includes the following positions

(2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12 months
6. **Safety cum Environmental Specialist (SSE)**

(A) **Tasks and Responsibility:**

a. To carry out baseline surveys, Initial Environmental Examinations (IEE) as required.

b. To prepare Environmental Management Plan and Environmental mitigation measures.

c. Preparation of procedure compliant environmental safeguard actions including impact assessments if any during the construction stage.

d. To ensure implementation of environmental standards and safeguards as part of project implementation.

e. Preparation of Master Plan for ensuring environmental safeguards for all projects.

f. Preparation of performance monitoring reports.

(B) **Qualification and Experience:**

(i) The SSE should be post graduate in Planning/ Environment/ Ecology.

(ii) He should have minimum 15 years professional experience in environment related safeguards works.

(iii) He should have minimum 10 years' experience in designing environment related safeguards for donor aided projects and in oversight of their implementation/ compliance.

(iv) He should have experience as Safety/environment specialist or in similar capacity in major highway/bridge projects. He should be conversant with relevant national and state environmental laws.

Note:

(1) Similar Capacity includes the following positions

i) On behalf of Consultant/Contractor/Government: Environment Specialist/ Safety Specialist

7. **Safe guards Social cum Community Development Specialist (CDS)**

(A) **Tasks and Responsibility:**

a. Prepare and implement compliant resettlement plans if any based on the approved frame work.

b. Organize workshops and community consultation during implementation phase.

c. Carryout all required baseline surveys.

d. Prepare master plan for ensuring social safeguards for all projects and implement social safeguard standards as part of project implementation.

e. Prepare performance monitoring reports.

(B) **Qualification and Experience:**

(i) The CDS should be post graduate in Planning/ Social Science. (ii) He should have minimum 15 years professional experience in
designing/implementing re-settlements, rehabilitations and frameworks. (iii) He should have minimum 10 years’ experience in designing of resettlement plans and framework and experience in implementing resettlement plans as part of donor supported projects.

(iv) He should have experience as Social/Community development specialist or in similar capacity in major highway/bridge projects. He should be conversant with laws relating to land acquisition, state procedures in implementation of resettlement packages.

Note:

(1) Similar Capacity includes the following positions


Annexure-II

BROAD QUALIFICATION REQUIREMENTS OF SUB-KEY PROFESSIONALS

1. **Assistant Resident Engineer (Bridge)**

   Qualification and Experience: He should be a Civil Engineering graduate with at least 6 years experience. He must have experience of two projects with bridge/ flyover/ elevated road/ via duct etc. length more than 500 mts.

2. **Quantity Surveyors:**

   Qualification and experience: The candidate should be a graduate/diploma in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analyzing rates, checking survey details etc. of the projects. He should have 5/8 years of relevant professional experience involving resource planning and scheduling, quantity survey, cost control, contract management etc.

3. **Surveyors:**

   The candidate should be at least Diploma in Civil Engineering or should have completed professional course in Survey Engineering. He should have min. 5 years of professional experience out of which he must have worked for at least 2 years as Surveyors. The candidate should have been involved in at least one bridge/ flyover/ elevated road/ via duct etc.

4. **Field Engineers (bridge)**

   Field Engineer to be deployed should be graduate/Diploma Engineer with at least 2/5 years of professional experience. He should have experience of handling one major bridge/ flyover/ elevated road/ via duct etc.

5. **Quality Control Engineers:**

   He should be diploma with 5 years experience. He should be well acquainted with the quality control testing requirements for bridge/
flyover/ elevated road/ via duct etc flexible type of pavements including other geo-technical/material tests for Highway Construction. He should have worked as Quality Control Engineer for minimum 4 years in road/ bridge/ flyover/ elevated road/ via duct etc.

6. Lab Technicians:

They should be at least BSc/Diploma-holders with about 3 years of experience in handling the quality control tests laboratories for road/bridge works/Fly over work

6. Junior Safety cum Environmental Specialist (SSE)

(A) Tasks and Responsibility:

a. To carry out baseline surveys, Initial Environmental Examinations (IEE) as required.

b. To prepare Environmental Management Plan and Environmental mitigation measures.

c. Preparation of procedure compliant environmental safeguard actions including impact assessments if any during the construction stage.

d. To ensure implementation of environmental standards and safeguards as part of project implementation.

e. Preparation of Master Plan for ensuring environmental safeguards for all projects.

f. Preparation of performance monitoring reports.

(B) Qualification and Experience:

(i) The Junior SSE should be graduate in Planning/ Environment/ Ecology/Safety.

(ii) He should have minimum 7 years professional experience in environment related safeguards works. (iii) He should have minimum 5 years’ experience in designing environment related safeguards for donor aided projects and in oversight of their implementation/compliance.

(iv) He should have experience as Safety/environment specialist or in similar capacity in major highway/bridge/fly over projects. He should be conversant with relevant national and state environmental laws, and procedures.

Note:

(1) Similar Capacity includes the following positions

i) On behalf of Consultant/Contractor/Government: Environment Specialist/ Safety Specialist
SECTION 7

DRAFT FORM OF CONTRACT
CONTRACT FOR CONSULTANT'S SERVICES

Between

The Senior Project Engineer, Works Division .........., BRPNNL

On behalf of
Managing Director, BRPNNL

________________________________________

(Name of Client)

And

________________________________________

(Name of Consultant)

Dated:
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1. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the ____ day of the Month of ___________, 2018, between, on the one hand (hereinafter called the “Client”) and, on the other hand, ____________ (hereinafter called the “Consultants”).

[Note*: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:
“... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants’ obligations under this Contract, namely, ____________ and ________________ (hereinafter called Consultants”).]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Consultants, having represented to the Client that they have the required processional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called “GC”)
(b) The Special Conditions of Contract (hereinafter called “SC”);
(c) The following Appendices:
[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].
Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-consultants
Appendix D: Medical Certificate
Appendix E: Hours of Work for key Personnel
Appendix F: Duties of the Client
Appendix G: Cost Estimates in Foreign Currency
Appendix H: Cost Estimates in Currency
Appendix I: Form of Guarantee for Performance security
Appendix J: Form of Guarantee for Advance Payments

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

   (a) The Consultants shall carry out the Services in accordance with the Provisions of the Contract; and
   (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]
FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

[Name of the Member]

By

(Authorized Representative)

e.tc.
II. GENERAL CONDITIONS OF CONTRACT


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

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.

(b) “Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date’ means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) Deleted

(e) ‘GC means these General Conditions of Contract;

(f) “Government” means the Government of BIHAR

; (g) ‘Local currency’ means the Indian Rupees;

(h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

(i) “Party’ means the Client or the Consultants, as the case may be, and Parties mean both of them;

(j) “Personnel” means persons hired by the Consultants or by any Sub-Consultant as Employees and assigned to the performance of the Services or any part thereof; “Personnel” means such persons who at the time of being so hired had their domicile outside INDIA, “Local Personnel” means such persons who at the time of being so hired had their domicile of India; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a).

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Contract, as described in Appendix A hereto; (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

(n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.
1.2 Relation between the Parties

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

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

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

1.5 Headings

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

1.6 Notices

1.6.1 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 mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the
Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client’s notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services within such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1. Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a Diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 N o Breach of Contract

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

2.7.3 Measures to be taken

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

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8. Suspension

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

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.9.2 By the Consultants

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

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

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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 Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants 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 Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):
(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
(c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 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. **Obligation of the Consultants**

3.1 General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.
The Remuneration of the Consultants pursuant to Clause GC 6 hereof
shall constitute the Consultants’ sole remuneration in connection with
this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the
Consultants shall not accept for their own benefit any trade commission,
discount or similar payment in connection with activities pursuant to this
Contract or to the Services or in the discharge of their obligations
hereunder, and the Consultants shall use their best efforts to ensure that
any Sub-consultants, as well as the Personnel and agents of either of
them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of
advising the Client on the procurement of goods, works or services, the
Consultants shall comply with any applicable procurement guidelines of
the Bank or of the Association, as the case may be, and other funding
agencies and shall at all times exercise such responsibility in the best
interest of the Client. Any discounts or commissions obtained by the
Consultants in the exercise of such procurement responsibility shall be for
the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

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

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well
as their Sub-consultants and their Personnel not to engage, either directly
or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional
activities in India which would conflict with the activities assigned
to them under this Contract; and

(b) after the termination of this Contract, such other activities as
may be specified in the SC.

3.3 Confidentiality

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

3.4 Liability of the Consultants
Subject to additional provisions, if any, set forth in the SC, the Consultants’ liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix C ("Consultants’ Sub-consultants’ Key Personnel") merely by title but not by name;

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

(c) any other action that may be specified in the SC

3.8 Reporting Obligations
The Consultants shall submit to the Client 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.

3.9 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Delete

4. Consultants' Personnel and Sub-consultants

4.1 General

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

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 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 Consultants by written notice to the Client, 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 Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in
4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, Personnel carrying out Services shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to
claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the key Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

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

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government’s country;

(c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;

(d) 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;

(e) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government’s country reasonable amounts of Indian currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
(g) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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).

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in INR.

(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 ceilings in Indian currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1 (b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in Indian currency, as the case may be, shall be made to the Consultants 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.

6.1x EFFECTIVE PAYMENT TO THE CONSULTANT

(A) The fee payable to the Consultant shall be computed on the actual cost of works on completion without escalation in case of escalation of the cost of materials to be used. The payment due to the consultant at different stages be computed on the following bases:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Percentage amount</th>
<th>Remarks/comments-Amount for salary of technical staffs</th>
</tr>
</thead>
<tbody>
<tr>
<td>On completion of 10% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>An adhoc payment of amount of salary of technical staffs will be paid monthly as per man month calculation subject to maximum 75% of the amount which will be due on completion of the respective stage</td>
</tr>
<tr>
<td>On completion of 20% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>On completion of 30% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>On completion of 40% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>On completion of 50% Works at site</td>
<td>5% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>On completion of 60% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>Completion Percentage</td>
<td>Description</td>
<td>Action</td>
</tr>
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<td>-----------------------</td>
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</tr>
<tr>
<td>70% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>80% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
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<tr>
<td>90% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>100% Works at site</td>
<td>10% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
<tr>
<td>DLP</td>
<td>5% of consultancy fee excluding man month calculation for technical staffs</td>
<td>Do</td>
</tr>
</tbody>
</table>

### 6.1y Penalties

(A) For delay in according approvals by the consultant as per the requirement of the detail terms of reference, a penalty @ 0.01% of the contract sum, per day of delay, be imposed on the consultant by the Employer subject to a maximum penalty of 5% of the contract sum on the account.

(B) Deficiencies in the services on part of consultants may attract penal provisions in the form of fines, up to a maximum amount of 5% of contract price and/or debarment etc, by the Employer. Sample deficiencies may include:

(a) Not acting impartially or acting in collusion with contractor in award of variation, fixation of new races etc.

(b) Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.

(c) Failure to give proper and timely advice to Employer/contractor to enable correction during execution

(d) Delay in design verificación and withholding approvals etc

(e) Refusing to give reasons for decisions when called for by the Employer

(f) Not being fully conversant with manuals, specifications, standards, employer’s/Ministry’s guidelines and requirement of the Project to be followed during construction

(g) Certifying substandard work for payment

(h) Not exercising required scrutiny/non approval of temporary stretch/Works

(i) lack of proper coordination with contractors and Project Manager/Employer’s representative to ensure smooth implementation of projects
(j) permitting subletting of any part/major Works without prior written authorization from the employer.

(k) Delay in mobilization of required staff at any stage of the contract.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

(a) Payments shall be made in INR (currency of India).

(b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in INR

6.4 Mode of Billing and Payment

6.4.1(a) The consultant’s Team Leader / Bridge Engineer and Field Engineers shall be responsible for verifying contractor’s bill by making filed measurement of all items of works and of quantities of materials incorporated in the work and maintaining up to date books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction.

(b) The Consultant’s Team Leader would monitor the expected project cost based upon the remaining quantities for time to time. His Team Leader and Field Engineer shall manage construction contractor’s general records of all labour and specified materials used in the works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor and submit internal notes to the Senior Project Engineer.

(c) The consultant’s Team Leader would furnish the certificate to the Sr. Project Engineer that the items included in the contractor’s bill satisfy the
required quality of works and are acceptable with regards to the standards and specifications prescribed in the contractor.

(d) Following percentage checks of recording of measurement and quality control tests shall be exercised by the officials of the consultant on compulsory basis:

(i) All measurement of all items of work will be recorded by field engineers of consultant in the Measurement book as per provisions and rules.

(ii) Following percent checks on measurement shall be done by the designated officers as specified below:

- Bridge Engineer 100%
- Quantity Surveyor cum Contracts Specialist 10%
- Team Leader 40%

(iii) These checks shall be made on the works of each item in the given percentage and should cover all – important item / components of work. In addition Sr. Project Engineer or his representatives to perform such checks on a regular basis. Although checks of measurements by the Sr. Project Engineer in representative have been laid down, but the consultant will be fully responsible for all measurements recorded or checked by his staff. Percentage checking of measurements prescribed for team leader is for other than those checked by the quantity surveyor cum contracts specialist. But this does not prohibit the Team leader from checking the measurement of the apart already checked by quantity surveyor cum contracts specialist. However this shall be in addition to the prescribed percentage.

(iv) Minimum 10% Measurement will be verified by B.R.P.N.N’s designated officers namely, Senior Project Engineer, Project Engineer.

(v) Minimum 50% Measurement will be verified by B.R.P.N.N’s designated officers namely, Junior Engineer.

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

(a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in currency (or currencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the
Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in Indian currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt of bill by the Client with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

6.4.3 Time extension of Consultant.
If the completion of works is delayed on default by the contractor beyond the actual completion period of work contract and the consultant is required to continue to provide services of supervision for such works, his term shall automatically be extended by such period as decided or till completion of the works as may be deemed necessary by the Employer. In such cases the consultant shall be given all the remuneration with @8%
increase per year, that were agree upon for the contract as per the financial proposal of the consultant. Bank Guarantee (s) towards performance security shall be suitably extended by consultant with no extra cost to the employer.

6.4.4 If progress of work gets slow and client came on conclusion that to speed up the project the step taken by consultant was inadequate then a fine of 5% over and above of penalty if any will imposed on supervision consultant.

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

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

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

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

1(a) The words “in the Government’s country” are amended to read “in INDIA”

1.4 The language is: English

1.6.1 The addresses are:

Client: Bihar Rajya Pul Nirman Nigam Ltd.
7, Sardar Patel Marg,
Patna - 800015

Attention:

Telex:
Fax:

Consultants:
Attention:

Telex : ________________
Facsimile : ________________

[Note*: Fill in the Blanks]

1.6.2 Notice will be deemed to be effective as follows:

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

1.8 The Member in Charge is:

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorized Representative are:

For the Client: __________________________
For the Consultants: ________________________________

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

   i) Approval of the Contract by the client

2.2 The time period shall be four months or such other time period as the parties may agree in writing.

2.3 The time period shall be 15 days or such other time period as the Parties may agree in writing.

2.4 The time period shall be 48 months for construction 12 months for Defect Liability Period and 2 months for final statement of bills or such other time period as the parties may agree in writing.

Limitation of the Consultants’ Liability towards the Client

3.4 (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:

   i) for any indirect or consequential loss or damage; and

   ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

   (a) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5 The risks and the coverage shall be as follows

   (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
(b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.

(c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants’ property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7(c) The other actions are

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 "The person designated as Team Leader in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

8.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, ~ Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the
list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, Patna.

(c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary of Arbitration, Patna, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India

8.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Patna
(b) The English language shall be the official language for all purposes; and
(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Details as per TOR
Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]
Appendix C: Key Personnel and Sub-consultants

[List under: C-1] Titles [and names, if already available], detailed job
descriptions and minimum qualifications, experience of Personnel
to be assigned to work in India, and staff- months for each.

C-2 Same information as C-1 for Key local Personnel.

C-3 Same as C-1 for Key Personnel to be assigned to work outside
India.

C-4 List of approved Sub-consultants [if already available]; same
information with respect to their Personnel as in C-1 through
C-4]

Please refer TOR
Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]

The form of Medical Certificate as required under the Rules of Govt of India
Appendix E: Hours of Work for Key Personnel

[List here the hours of work for key Personnel,' travel time to and from the country of Government (India) for personnel. (Clause GC 4.4(a),' entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.)

Please refer TOR
Appendix F: Duties of the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.

F-2 Counterpart personnel to be made available to the Consultants by the Client.]

Please refer TOR
Appendix G: Cost Estimates in Foreign Currency

Deleted
Appendix H: Cost Estimates in Local Currency

List hereunder cost estimate in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable/Rental/Fixed expenditures as follows:
   a. Per diem rates for subsistence allowance for short-term Personnel plus estimated totals.
   b. Living allowances for long-term Personnel, plus estimated totals.
   c. Cost of local transportation.
   d. Cost of other local services, rentals, utilities, etc.
Appendix I: FORM OF PERFORMANCE SECURITY
(PERFORMANCE BANK GUARANTEE) (Clause-20 of TOR)

To

........................,
Address

WHEREAS ................................................ [Name and address of Consultants]¹ (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No.__________________________ dated _______ to
provides 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
Consultants 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 Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to
you, on behalf of the Consultants up to a total of
[amount of Guarantee] \(^2\) ___________________________ [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
Consultants 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 Consultants shall
in any way release us from any liability under this guarantee, and we here by
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 consultants or of the Bank.

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.

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 ________________________________

1 Give names of all partners if the Consultants is a Joint Venture.
APPENDIX J: FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS
(REFERENCE CLAUSE 6.4(A) OF CONTRACT)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: _______________  Bank Guarantee: _________________

Date: _________________

Dear Sir,

_In consideration of M/s._____________ (hereinafter referred as the "Client",
which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. ___________________________(hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement No. ________________ dated __________ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at_________ “Contract”)
for ________
Contract (hereinafter called the (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant. We ___
(Name of the Bank) having its Head Office at ______________________ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or all monies payable by the Consultant to the extent of ______________________ as aforesaid at any time upto ______________________ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

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

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

Dated this ______________________ day of ______________________ 200, at

WITNESS

__________________________________________   ______________________________________
(Signature)   (Signature)
(Name)                                       (Name)

                                         
                                         
(Official Address)                     Designation (with Bank stamp)

Attorney as per Power of

Attorney No. ________________

Dated ________________

Strike out, whichever is not applicable.
Note 1: The stamp papers of appropriate value shall be purchased in the name of the bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized/ Schedule Indian Bank.