



**Government of Bihar**  
**Public Health Engineering Department**  
**(Bihar State Water and Sanitation Mission)**



**Request for Proposals (RFP) for conducting Baseline Survey and Developing Web based solution of data management**

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The Bihar State Water and Sanitation Mission (BSWSM) is the registered society of State Government and works under the aegis of Public Health Engineering Department for community participation and engagement in Rural Piped Water Supply, Water Quality Monitoring & Surveillance and water security.

The Bihar State Water and Sanitation Mission, Patna intends to invite Consultancy firms/Companies who are interested in carrying out the assignment of conducting baseline survey of rural habitations of Bihar and provide web based solution for data management. They can submit their proposals through the post or courier at address mentioned below. The Technical and Financial Proposals must be submitted as separate documents sealed in one envelope on following address up to 25.10.2016 (date).

**Chief Engineer (Urban)-cum-Member Secretary**

Executive Committee, Bihar State Water and Sanitation Mission,  
PHED Building, Vishveshvariya Bhawan, Bailey Road, Patna – 800 001.  
Phone: 0612-25445705, email: dir\_pmu@yahoo.co.in

All communication regarding the proposal must be made in writing at address mentioned above.

Further details about this notification can be obtained from: <http://www.phed.bih.nic.in>,  
[www.bswsmpatna.org](http://www.bswsmpatna.org).

The undersigned reserves the right to reject one or all the proposals without assigning any reason.

**Chief Engineer (Urban)-cum-  
Member Secretary, Executive Committee**

## Section 1 – Letter of invitation

Ref: BSWSM/WQ-102/2016-1276

Date: 06.10.2016

From:

**Chief Engineer (Urban)-cum-Member Secretary,  
Executive Committee, Bihar State Water and Sanitation Mission**  
First Floor, PHED Building  
Vishveshwariya Bhawan Complex, Bailey Road  
Patna -800 001 (Bihar)  
Tel: 0612-2540705 Email: dir\_pmu@yahoo.co.in  
Website: <http://www.bswsmpatna.org/>, <http://phed.bih.nic.in/>

To:

**All Prospective Bidders**

Attention: Mr/Ms .....

1. The Bihar State Water and Sanitation Mission (BSWSM) invites proposals to provide consulting services for conducting baseline survey of rural habitations of Bihar and provide web based solution for data management.
2. The Background Information and Terms of Reference for the Consulting services are provided in **Section 5** of the Request for Proposal (RFP)
3. This RFP is available to all eligible prospective consulting firms.
4. A firm will be selected under **Least Cost Based Selection (LCS) Method** and procedures described in this RFP.
5. The RFP includes the following documents:
  - a. Section 1 - Letter of Invitation
  - b. Section 2 - Instructions to Consultants (including Data Sheet)
  - c. Section 3 - Technical Proposal - Standard Forms
  - d. Section 4 - Financial Proposal - Standard Forms
  - e. Section 5 - Terms of Reference
  - f. Section 6 - Standard Contract Document.
6. A Pre-proposal meeting will be held on the date **21.10.2016** wherein all issues/clarifications sought by bidders will be discussed and finalized.
7. The deadline for receipt of proposals shall be on the date 25.10.2016.
8. BSWSM reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

**Chief Engineer (Urban)-cum-Member Secretary,  
Executive Committee, Bihar State Water and Sanitation Mission**

## Section 2- INSTRUCTIONS TO CONSULTANTS

### Definitions

- (a) "BSWSM" means Bihar State Water and Sanitation Mission, registered under Society Registration Act
- (b) "Employer" means the BSWSM.
- (c) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (d) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (f) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (g) "Day" means calendar day.
- (h) "Government" means the Government of Bihar.
- (i) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (j) CS means Least Cost based Selection.
- (k) "NRDWP" means National Rural Drinking Water Programme with assistance from Govt. of India
- (l) "Firm" means a Consultant which an organised structure registered under Indian Laws and has a entity of Institution, Organisation, Society, University, etc. with a set of dedicated team.
- (m) "Company" means any of the entities that registered under Indian Company Act.
- (n) "Proposal" means a technical proposal or a financial proposal, or both.
- (o) "RFP" means this Request for Proposal.
- (p) "Services" means the work to be performed pursuant to the Contract.
- (q) "Standard Electronic Means" includes facsimile and email transmissions.
- (r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (s) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (t) **"GP" means Gram Panchayat.**

### INTRODUCTION

#### 1. General

- 1.1 Bihar State Water and Sanitation Mission, Patna, Bihar, India will select a consulting firm /organization (hereinafter referred as Consultant) in accordance with the method of selection specified in the Data Sheet. The Consultants are invited to submit a technical and a financial proposal (the Proposal) as specified in this RFP Document and the Data Sheet for this Assignment. The Assignment shall be implemented in accordance with the terms and Conditions specified in the Data Sheet and other sections of the RFP Document.
- 1.2 Consultants should familiarize themselves with local conditions in entirety and take them into account while preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project sites.
- 1.3 The Client will provide the inputs specified in the Data Sheet, and will assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs shall include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.5 The BSWSM is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award without assigning any reasons and without thereby incurring any liability whatsoever to the Consultants.

1.6 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies whether content/patent in providing the information required may result in rejection of the Proposal.

### **Conflict of Interest**

1.7 BSWSM requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BSWSM. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- (iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

### **Fraud and Corruption**

1.8 The BSWSM requires that consultants observe the highest standard of ethics impartiality the procurement and execution of such contracts. In such pursuance of this policy, the BSWSM:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
  - (a) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- (ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and

(iii) will declare a firm ineligible, either indefinitely or for a stated period of time for awarding any BSWSM contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any BSWSM contract.

**Proposal:**

1.9 Separate technical and financial proposal shall be submitted for each Package. However, If a Consultant submits or participates in more than one proposal for one Package, such proposals shall be deemed to be this factual content be co borated disqualified.

**Association Arrangements and Joint Ventures**

1.10 Association arrangements or Joint Ventures in any form whatsoever are not allowed. If the propos lies put in form of Association. Joint venture then the same shall be liable to rejected.

**Proposal Validity**

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

**Participation of Government Employees**

1.12 No current government employee shall be deployed by the consultant without the prior written approval of the concerned appropriate authority.

**Cost of RFP Document**

1.13 The cost of RFP Document of amount indicated in Data Sheet in favour of "Bihar State Water and Sanitation Mission" payable at Patna shall be in the form of Account Payee Demand Draft from any of the nationalised/ scheduled banks. A proposal without the cost of RFP document shall be rejected, as non responsive.

**Bid Security**

**1.14 Bid Security (Earnest Money Deposit)**

- a. The bid security of amount indicated in Data Sheet in favour of "Bihar State Water and Sanitation Mission" payable at Patna shall be in the form of Account Payee Demand Draft or Bank Guarantee drawn on any of nationalized/ scheduled the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as non responsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.
- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- e. The bid security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity. (b) if the successful Bidder fails to: (i) sign the Contract within required time frame; (ii) furnish a performance security.
- f. Separate cost of RFP Document and Bid Security shall be submitted for each Package.

**2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

2.1 Consultants may request a clarification of any of the RFP documents three days before the **pre-proposal meeting date indicated in the Data Sheet**. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Consultants and will be binding on them. In order to give Consultants reasonable time in

which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

### **3. PREPARATION OF THE PROPOSAL**

- 3.1 Consultant's Proposal (here after referred to as proposal ) will consist of following components (a) Cost of RFP document (b) Bid Security (c) the Technical Proposal including details of claim of eligibility criterion laid down in Notice inviting RFP, and (d) the Financial Proposal
- 3.2 Cost of RFP document and Bid Security shall be placed in Envelope I. If the Cost of RFP Document and Bid Security is found proper then only technical and financial proposals will only be entertained
- 3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English/Hindi.
- 3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

### **4. THE TECHNICAL PROPOSAL**

#### **General**

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.
  - (i) The consultant shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- 4.2 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-8). Such information must be provided by the Consultant and each Associate (in case association or joint venture is allowed).
  - (I) A brief description of the organization and outline of recent experience of the consultant and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the consultant's involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
  - (II) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
  - (III) A work plan showing in graphical format (Gantt Chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
  - (IV) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
  - (V) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
  - (VI) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

#### **Personnel**

- (VII) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.

- (VIII) Higher rating will be given to nominated experts from the consulting firm who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant for more than twelve (12) months prior to the date of submission of the Proposal.
- (IX) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct & true to his knowledge & belief and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In case the aforesaid contents is found to be false, the disqualification shall ensue.
- (X) **A zero rating will be given to a nominated expert if the expert:** (a) has not signed the CV by himself or by authorised signatory of applicant firm; or (b) is a current employee of the executing agency (client).

## 5. FINANCIAL PROPOSAL

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

## 6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (Cost of RFP Document, Bid Security, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- 6.2 An authorized representative of the Consultant shall put his full signature with stamp on all pages of the proposal. The representative's **authorisation must be confirmed by a written power of attorney** accompanying the proposals.
- 6.3 The consultant shall prepare the **number of copies** as indicated in the Data Sheet.
- 6.4 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.5 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes (Envelope 1 –Cost of RFP Document, Bid Security, Envelope 2 – Technical and Envelope 3 –Financial Proposals shall be placed into an outer envelope and sealed. All the envelopes shall bear the submission address, Contract number and title of the project and **Package Number(s)**, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.** 6.6 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2. 6.7 Separate Proposals must be submitted for each Package.

## 7. PROPOSAL EVALUATION

### General

- 7.1 From the time the Proposals are opened to the time the contract is awarded, if any consultant wishes to contact the client on any matter related to its proposal, it should do so in writing at the address indicated

in the **Data sheet**. Any effort by a Consultant to influence the Client in examination, evaluation, ranking of Proposals or recommendation or award of contract may result in rejection of the Consultant's Proposal.

- 7.2 A two stage procedure will be adopted in evaluating the proposals: (a) A technical evaluation which will be carried out prior to opening of financial proposals (b) A financial evaluation
- 7.3 The envelope 1 shall be opened first. If the RFP Document Cost and Bid Security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.
- 7.4 Notwithstanding the foregoing BSWSM reserves their rights to exercise in assessing the past experience of Consultant with BSWSM (PHED)'s projects currently being implemented and such consultants whose performance had not been satisfactory, will not be considered for evaluation/award. In this regard the decision of BSWSM shall be final and binding.**

#### **Evaluation of Technical Proposals**

- 7.5 The eligibility criteria will be first evaluated as defined in Notice Inviting RFP for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.6 The Client's 'Technical Committee' (TC) will be responsible for evaluation and ranking of Proposals received.
- 7.7 The TC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score (St). A Proposal shall be rejected if it does not achieve the minimum technical mark of 70%
- 7.8 A Technical Proposal may not be considered for evaluation in any of the following cases: (i) Proposal as submitted by consultant belongs to one of the cases described in **Sub-Clause 1.6** and failed to make a proper statement to that effect in the cover letter ; or (ii) Proposal as submitted by consultant was found not to be legally incorporated or established in India; or (iii) the Technical Proposal was submitted in the wrong format; or (iv) the Technical Proposal included details of costs of the services; or (v) the Technical Proposal reached the Client after the submission closing time and date specified in the **Data Sheet**.
- 7.9 After the technical evaluation is completed, the Client shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Consultants whose Technical Proposals received a mark of 70% or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).
- 7.10 Before completion of the evaluation of Technical Proposal, the Client may at its sole discretion invite all or any of the eligible Consultants to make a presentation on their Technical Proposal to facilitate the understanding and evaluation of Technical Proposal. The scope of such presentation shall be limited to information already provided in the Technical Proposal.

#### **8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

##### **Opening of Financial Proposals**

- 8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet. (i) The marks of each Technical Proposal that met the minimum mark of 70% will be read out aloud. (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened. (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative. The lowest bidder will be invited for contract negotiation.

#### **9. CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT**

- 9.1 The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next lowest bidder. Representatives conducting



negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract

- 9.2 **Technical Negotiations:** This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- 9.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will put full signature with stamp on the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 9.4 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate a Contract that they were unsuccessful. After Contract signature the Client shall return the unopened Financial Proposals to the consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- 9.5 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 10. DURATION OF ASSIGNMENT** The duration of assignment for satisfactory performance of the services the contract will be the period defined in Data Sheet.
- 11. PERFORMANCE SECURITY** The consultant shall furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/Unconditional Bank Guarantee (in prescribed format) in favour of "Bihar State Water and Sanitation Mission" payable/en-cashable at Patna, from any nationalised or scheduled Bank in India having its office at Patna for an amount equivalent to **5% (five percent) of the total contract value** towards Performance Security valid for a period of **six (6) months** beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month if the successful completion of the assignment.

## Section 2: Data Sheet to Instruction to Consultants

|                            |   |
|----------------------------|---|
| <b>Paragraph Reference</b> | Put Same headline   |
| <b>1.1</b>                 | Name of the Client: <b>Bihar State Water and Sanitation Mission</b><br>Client's Representative: <b>Chief Engineer (Urban)-cum-Member Secretary, Executive Committee</b><br>Method of selection: <b>Least Cost based Selection (LCS) Method</b>  |
| <b>1.2</b>                 | Financial Proposal to be submitted together with Technical Proposal: Yes<br>Name of the assignment is: <b>Baseline of infrastructure and Household Survey of the identified Rural Habitations in Bihar State and providing web based solution for data management</b><br>Tender is Published in leading Newspapers of Bihar and uploaded on website of BSWSM & PHED<br>More details on the services are provided in the Terms of Reference (ToR) under Section 5.   |
| <b>2.1</b>                 | There shall be a <b>pre-proposal meeting</b> as under:-<br>Schedule: ----- 2016 at 03:30 PM<br>Venue: First Floor, Conference Hall, Bihar State Water and Sanitation Mission ,PHED Building, Vishveshwariya Bhawan Complex, Bailey Road, Patna -800 015<br>Tel: 0612-25457045 Email: dir_pmu@yahoo.co.in<br>Website: <a href="http://www.bswsmpatna.org/">http://www.bswsmpatna.org/</a> & <a href="http://phed.bih.nic.in/">http://phed.bih.nic.in/</a>  |
| <b>1.3</b>                 | The Client will provide the following inputs and facilities:<br>As Mentioned in Terms of Reference (ToR)  |
| <b>1.10</b>                | Proposals must remain valid for 120 days from the submission date.  |
| <b>1.12</b>                | Cost of RFP Document: Rs 5000/- (Rupee Five Thousand)   |
| <b>1.13 (a)</b>            | The Bid Security amount is as under in format prescribed at <b>Appendix-III</b> to Data Sheet:-<br><b>50,000.00 (Rupees Fifty thousand only).</b>   |
| <b>2.1</b>                 | Clarifications may be requested not later than 3 days before the pre-proposal meeting. The address for requesting clarifications is:<br>Bihar State Water and Sanitation Mission<br>First Floor, PHED Building, Vishveshwariya Bhawan Complex, Bailey Road, Patna -800 015<br>Tel: 0612-2545705 Email: dir_pmu@yahoo.co.in<br>Website: <a href="http://www.bswsmpatna.org/">http://www.bswsmpatna.org/</a> <a href="http://phed.bih.nic.in/">http://phed.bih.nic.in/</a>  |
| <b>4.1 (i)</b>             | The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal (FTP)</b>   |
| <b>5.4</b>                 | Under this contract the Consultant's payments are <b>Output and Deliverables Based</b> as mentioned in Terms of Reference (ToR).<br>The Consultant shall quote Consultancy Charges for satisfactory performance of the services under the contract in terms of <b>Lumpsum Fee for the total work with cost break up for each Item mentioned in Form FIN-2, FIN-3 and FIN-4 of Financial Proposals to facilitate stage wise payments</b> . It is expected that consultant has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.  |
| <b>5.7</b>                 | Amounts payable by the Client to the Consultant under the contract shall be subjected to deduction of local taxes, if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges.   |
| <b>6.5</b>                 | Proposals are to be submitted in 2 sets <i>i.e.</i> one original and one copy. Proposals must be submitted no later than the following date and time:<br>----- <b>2016 at 03:30 PM</b>  |
| <b>7.1</b>                 | Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (i)<br>(i) Following Technical criteria that would be considered for selection of preferred bidder:-<br>a. Team composition <b>(30)</b><br>b. Past experience of the agency and the team for the proposed task (experience related to infrastructure and household survey especially in rural habitation) <b>(30)</b><br>c. Extensive knowledge of Rural Bihar and the Water Supply areas of work <b>(10)</b><br>d. Technical Approach, methodology and realistic work plan and Quality Control mechanism for entire baseline survey process <b>(30)</b><br><b>Total Points (a+b+c+d) = 100</b><br>(ii) The members of the Technical Bids Evaluation Committee will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. |
| <b>8.1</b>                 | Expected date for opening of Financial Proposals will be notified later.  |
| <b>9.1</b>                 | Expected date for contract negotiations: to be notified.  |
| <b>9.5</b>                 | Expected date for commencement of consulting services: two week after issuing Letter of Award.  |

|                    |  |
|--------------------|--|
| <p><b>10.1</b></p> | <p>The duration of the assignment shall be <b>Sixty days</b> and all activities are to be completed in this period.<br/> This will be applicable for all the sectors under this assignment.<br/> <b>Task 1</b> – Draft an inception report, including agreed methodology and work plan (05 days)<br/> <b>Task 2-</b> Conduct the Baseline Survey of infrastructure in all the 3378 Gram Panchayats (40 days)<br/> <b>Task 3-</b> Baseline Survey Report and Development of web-based MIS for data management (15 days)</p> |
| <p><b>10.2</b></p> | <p>Add following text: <b>The Firm is required to establish a project office at Patna.</b> The Team Leader and Deputy Team Leader shall be stationed at Project Office for entire contract period. The other key personnel/experts shall be stationed at Project Office for their inputs proposed in the offer.</p>  |

## Bid Security Form (Bank Guarantee)

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

**Beneficiary:** \_\_\_\_\_ *(name and address of Employer)*

**Date:** \_\_\_\_\_

**Bid Security No.:** \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_ *Bank's seal and authorized signature(s)* \_\_\_\_\_

## SECTION 3: TECHNICAL FORMS

### Form A: Technical Proposal

[Location, Date]

To:

**Chief Engineer (Urban)-cum-Member Secretary**  
Executive Committee  
Bihar State Water and Sanitation Mission  
(Public Health Engineering Department, Govt. of Bihar)  
PHED Building, Vishveshwariya Bhawan,  
Bailey Road, Patna – 800 015  
Ph. +91-612 22545705  
web: bswsmpatna.org

Dear Sir,

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

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

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

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

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

Regards,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of the Consultant **with** following summary sheet.]*

**Name of the Agency:**

**Address of Registered Office:**

**Year of Establishment:**

**Contact Person with Contact Details:**

**Annual Turnover\* in last three years (Rs. in Lakhs)**

**FY 2015-16:**

**FY 2014-15:**

**FY 2013-14:**

**Average Annual Turnover for above three Financial Years:**

**\*Audited Statements to be enclosed**

**Net worth of Agency (Positive/ Negative):**

**Current Contract Commitments: (Rs. in Lakhs)**

**Working Capital: (Rs. in Lakhs)**

**Experience in Similar Assignment:**

- Number of years:
- Total assignments:
- Assignments completed in last 3 years:
- Assignments done for BSWSM/DWSC:
- Assignments done for UN agencies:

**Any Award or Felicitation received by your Agency:**

**Any Other Relevant Details:**



**FIRM'S REFERENCES**  
**Relevant Services carried out in the Last 3 Years**

**Which Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below.

- **Assignment Name** :
  
- **Location within Country** :
  
- **Name of Client** :
  
- **Address** :
  
- **Start Date (Month/Year)** :
  
- **Completion Date (Month/Year)** :
  
- **No. of Staff** :
  
- **Approx. Value of Services** :
  
- **Name of Senior Staff** :
  
- **Narrative Description of Project** :
  
- **Description of Actual Services Provided by your Staff:** :



## Technical Document

**(a) Technical Approach and Methodology:****Technical Approach:****(a) Planning:****(b) Focal Agenda:****(c) Communication tool justification and possible approach of implementation Organisation and Staffing:****(d) Area/ Discipline of Service:****(e) Key Experts Responsible:**

| Sl. No | Name of Expert | Area of Expertise |
|--------|----------------|-------------------|
|        |                |                   |
|        |                |                   |
|        |                |                   |

**WORK PLAN/ TIME SCHEDULE**

| Deliverables | Delivered on |  |  |
|--------------|--------------|--|--|
|              |              |  |  |
|              |              |  |  |
|              |              |  |  |
|              |              |  |  |
|              |              |  |  |

## SECTION 4: Financial Proposal

### Form F: Financial Proposal

#### - Standard Forms -

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to Forms F1

[*Location, Date*]

To;

**Chief Engineer (Urban)-cum-Member Secretary**  
Executive Committee  
Bihar State Water and Sanitation Mission  
(Public Health Engineering Department, Govt. of Bihar)  
PHED Building, Vishveshwariya Bhawan,  
Bailey Road, Patna – 800 015  
Ph. +91-612 22545705  
web: bswsmpatna.org

Dear Sir / Madam

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

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

Regards,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

1 Amounts must coincide with the ones indicated under Total in Form B1.

**SCHEDULE OF PRICE BID**

| <b>Activity</b> | <b>Amount as unit cost</b> |          |
|-----------------|----------------------------|----------|
|                 | In figures                 | In Words |
|                 |                            |          |
|                 |                            |          |
|                 |                            |          |
|                 |                            |          |

Signature  
(AUTHORISED REPRESENTATIVE)

## SECTION 5: TERMS OF REFERENCE

### TERM OF REFERENCE

#### **Baseline of infrastructure and Household Survey of the identified Rural Habitations in Bihar State and providing web based solution for Data Management**

---

##### **BACKGROUND:**

The Bihar State Water and Sanitation Mission (BSWSM) is the registered society of Government of Bihar and works under the aegis of Public Health Engineering Department for community participation and community engagement in Rural Piped Water Supply, Water Quality Monitoring & Surveillance and water security.

Towards achieving the task defined under 'Seven Resolves for Development of Bihar', the BSWSM is mandated to engage in multi pronged activities of community participation, capacity building, enabling environment building for tap water supply for every rural habitations. The BSWSM seeks to commission Baseline Survey in the rural habitations of Bihar spread over across the 3378 identified Gram Panchayats. It is proposed to procure the services of a consulting firm experienced in conducting Baseline/Impact Evaluations/ Monitoring and Evaluation/ Research studies to undertake Baseline Survey in these states.

##### **Purpose of the Baseline Survey**

BSWSM aims at bringing about sustained improvement piped water supply to the rural households targeted. Only a scientific survey of households, drawn from the State Mission intensive and non-intensive areas, and undertaken the baseline that would be able to establish the 'net' contribution of the State Mission to provide rural piped water supply and well-being status of the rural people and the factors and processes accounting for such changes. The Bihar State Water and Sanitation Mission (Public Health Engineering Department), Government of Bihar has therefore decided to commission an baseline survey to collect and assess the present status of drinking water sources and scope to provide piped water supply to rural households of State.

Therefore, the purpose of the baseline survey is to assess, the infrastructure and baseline situation of rural households targeted by PHED in all the Districts of Bihar. The consultant agency is required to deploy a dedicated team to undertake Baseline Survey. The survey would be required to be conducted in both the PHED intensive and non-intensive areas to assess the coverage of the Rural Piped Water Supply through tap water connection at the rural household. Further, since the data would be utilize in planning of Piped water supply scheme planning, so the consultant agency would require for developing a web based MIS to store and manage the database for reporting. Finally, the data collected as part of the survey should facilitate design/ fine tuning of interventions and allow for the measurement of the impact of the Mission on key parameters at a later point of time and generate Detailed Project Report (DPR) for a Piped Water Supply Scheme.

##### **Scope of the Work**

The central purpose of the baseline survey is to assess the infrastructure and household situation of the rural households on access of Piped Water Supply targeted / likely to be targeted under

NRDWP/Mukhyamantri Gramin Peyjal (Gunvatta Prahavit Kshetra) Nishchay Yojana on the indicators developed by the State Mission's Guidelines as annexed with this document)

Further, the survey finding would be stored at web-based MIS to provide online solution of reporting the progress and generating DPR required for planning of Piped Water Supply Scheme.

### **Suggested Methodology**

The survey should be designed to effectively capture the Rural infrastructure and Household status on the parameter of piped water supply of the targeted households in 3378 identified Gram Panchayats of State (list enclosed). However, it would be difficult to identify 'non-target' (control) households as the Programme is mandated to implement interventions for all rural poor households in the state, in a phased manner. Households located in the identified Gram Panchayats are expected to receive all benefits envisaged under the Programme over a period of time.

### **Scope of Field Survey**

The selected consultant firm/company would be expected to undertake:

- (i) Methodology development as per the guidelines of State Mission issued for the purpose;
- (ii) Selection, training and deployment of field teams
- (iii) Data collection from all households, community institutions and others;
- (iv) Quality control
- (v) Data entry and management; (
- (vi) Preparation and presentation of report.

The BSWSM requires that the consultant firm undertakes all the inter-related tasks. The task of identifying and hiring the services of a suitable sampling expert shall also be the responsibility of the consultant firm.

Once the plan and the methodology are approved by the BSWSM, the consultant would undertake the following key activities:

**Preparatory Arrangements:** ♣ Agreement with the State Missions ♣ On the dates of survey, movement plan, logistic support, deployment of key staff and other arrangements;

**Recruitment and Training of Field Staff:** ♣ Recruitment, orientation and field ♣ training of enumerators and supervisors;

**Household Data Collection:** ♣ Collection of data from treatment and control ♣ groups with appropriate supervisory and quality control mechanisms;

**Collection of Data from Community Institutions:** ♣ Collection of data from ♣ community institutions using the pre-tested survey forms from identified institutions, if necessary after listing such institutions; **Village Surveys:** ♣ Collection of data using village survey forms

**Data Cleaning and Entry:** ♣ Data cleaning and data entry using pre-agreed ♣ Software with appropriate accuracy checks;

**Data Analysis:** ♣ Analysis of data using SPSS/SAS (for quantitative analysis) and ♣ atlas-ti (for qualitative analysis);

**Interim Reports:** ♣ preparation of interim reports based on preliminary ♣ findings;

**Concurrent Feedback:** ♣ Concurrent feedback on key issues observed during the survey and that may have implications for the programme design and implementation processes;

**Draft Reports:** ♣ Preparation of draft reports and presentations;

**Final Reports:** ♣ Preparation of final reports and presentations; and

**Data Transfer:** ♣ Transfer of electronic data sets and filled-in survey forms.

**Duration of Consultancy:** The duration of the survey is 60 days from the date of contract. The final report along with the complete dataset (double entered) shall be submitted within the stipulated 60 days period failing which the BSWSM, may at its discretion, impose a penalty amounting to Rs. 500 for each working day till the date of submission.

#### **Key Qualifications and Experience of the Consultant**

1. Must be registered Firm/ Companies under Indian Laws/ Act.
2. Excellent Organizational and Administrative Skills  
Excellent Analytical and Strong communication skills both written and spoken  
Proven ability to write high quality technical reports in Hindi. Reports have to be prepared in English.
3. Experience of two baseline survey/ studies of similar type and magnitude of assignment.
4. Firm/Company should have average annual turnover of Rs. 250.00 lakhs in last three years.
5. Firms/Companies should not have been blacklisted or de-barred from any Government, Semi Government, Government Own Societies and other non-governmental institutions.

#### **Key Activities and Deliverables**

##### **Task 1 – Draft an inception report, including agreed methodology and work plan**

Based on consultations with BSWSM State team, the consultancy team will develop an inception report which includes the interpretation of the ToRs and proposed Baseline Survey design within the framework of guidelines developed.

##### **Task 2- Conduct the Baseline Survey of infrastructure in all the 3378 Gram Panchayats**

The consultancy team would ensure to visit all households of targeted Gram Panchayats and conduct in-depth interview of household owner on provided parameter. Gather the information of infrastructure available (on Piped Water Supply parameter only) and draw a detailed drawing of such habitation in colour reflecting infrastructure, water resources, population residences, public utility centers, barren lands and meterage of different streets in all Gram Panchayats, etc. as specified in baseline guidelines.

##### **Task 3 - Baseline Survey Report and Development of web-based MIS for data management**

Developing, presenting and submitting Baseline Survey Report. Compile a detailed and comprehensive assessment report. The entire process should be properly documented. The report must include copies of original data sets such as field notes and transcribed materials. The consultancy firm would also effort to digitize the entire information gather and put together in a web-based IMIS for the purpose of comprehensive data management; representing the data in various reporting formats as per the provided indicators of department. The consultancy firm will also provide a solution to generate DPR for selected Ward/GP based on the baseline survey data in the prescribed format of BSWSM.

#### **Key Deliverables**

- a. Inception Meeting Report and a detailed district wise weekly work plan
- b. Baseline Survey Protocol- comprised of guidelines derived by the BSWSM.
- c. A comprehensive Baseline Survey Report, - establishing a reference point for tracking performance and change results during the Programme implementation period.
- d. Web-based solution for Data Management

### **Services to be provided by the Client**

The BSWSM would continuously support the assignment and facilitate conduct of the surveys. The Missions would facilitate sharing of relevant information by DWSOs, especially information required. The BSWSM would not ensure provision of logistic support for smooth conduct of field surveys. All BSWSM documents, including MIS, which are not in the nature of classified documents, would be made available to the consultant on request. The State Mission's WSSO team will also facilitate interviews with the key officials, on prior appointment. However, the consultant will be responsible for all survey related travel including field travel and food and accommodation for the field staff throughout the contract. The consultant should also provide regular feedback about progress and status of survey, issues therein and inputs on the basis of field assessment, as and when available.

### **Review Committee to Monitor Consultant's Works**

The Member Secretary, Executive Committee, BSWSM will review and monitor the progress of the consultant's work and the deliverables from time to time. The Member Secretary may also constitute a review/steering committee to monitor the progress of the consultants and hold consultations with the firm. The committee may seek comments and inputs on the consultant's work from the domain experts at BSWSM. The Director, PMU may convene meetings of the review committee at occasional intervals and seek its opinion and comments on the deliverables of the consultant and forward all such comments to the consultants for appropriate changes in the reports.

### **Payment terms**

The Consultant will be paid according to the following schedule:

| <b>NO</b> | <b>DELIVERABLE</b>  | <b>PERCENTAGE OF TOTAL CONTRACT VALUE</b> |
|-----------|---|---|
| 1         | <b>Submission of an inception report, including agreed methodology and work plan</b>            | 10%                                       |
| 2         | <b>Conduct the Baseline Survey of infrastructure in all the 3378 Gram Panchayat</b>             | 30%                                       |
| 3         | <b>Approval of Baseline Survey Report and Development of web-based MIS for data managements</b> | 60%                                       |

**Ownership of Data and Reports :** The BSWSM shall be the owner of the outputs and other deliverables of the consultancy. The consultant will have no right of claim to the assignment or its outputs. Any report/document/material produced as part of this assignment shall be deemed to be the property of the BSWSM funding the assignment and the consultant will not have any claim over such outputs and will not use or reproduce the contents of the documents without the explicit written permission of the BSWSM.

## SECTION 6: STANDARD CONTRACT

### Section 1: FORM OF CONTRACT

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

**CONTRACT NUMBER:** *[Please insert project number]*

**THIS CONTRACT is made BETWEEN :** *[BUIDCo(hereinafter referred to as "the Client")]*

**AND :** *[Please insert name of Consultant ] (hereinafter referred to as "the Consultant") [Please insert nodal officer and communication address of the consultant]*

**WHEREAS: A.** the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

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

NOW THEREFORE the parties hereto hereby agree as follows:

#### 1. Documents

This Contract shall be comprised of the following documents:

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

Appendices:

|             |  |
|-------------|--|
| Appendix A: | Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements  |
| Appendix B: | Consultants' Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.  |
| Appendix C: | Minutes of Financial/ Contract Negotiations with the Consultant, If any.   |
| Appendix D: | Copy of letter of invitation   |
| Appendix E: | Copy of letter of acceptance   |
| Appendix F: | Copy of Bank Guarantee for Performance Security  |
| Appendix-G: | Minutes of the pre-bid meeting, Addendum if any This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4. |

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

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

#### 3. Commencement and Duration of the Services

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



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

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

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

|  |  |
|--|--|
| <p>For and on behalf of Client</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> | <p>For and on behalf of Consultant</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> |
| <p>Witness on behalf of Client</p> <p>1. ....</p> <p>2. ....</p>               | <p>Witness on behalf of Consultant</p> <p>1. ....</p> <p>2. ....</p>               |

## Section 2:

### GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

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

#### 1.2 Relation between the Parties

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

#### 1.3 Language

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

#### 1.4 Heading

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

#### 1.5 Notices

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

1.5.2 Notice will be deemed to be effective as specified in the SC. A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

**Employer :**  
**Chief Engineer (Urban)-cum-Member Secretary,**  
**Executive Committee**  
Bihar State Water and Sanitation Mission

**Consultant:**

First Floor, PHED Building, Vishveshwariya Bhawan Complex,  
Bailey Road, Patna-800015  
Tel: 0612-2545705 Email: dir\_pmu@yahoo.co.in  
Website: <http://www.bswsmpatna.org/> <http://www.phed.bih.nic.in/>

## **1.6 Location**

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

## **1.7 Authorized Representatives**

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

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Termination of Contract for Failure to Become Effective**

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

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date.

### **2.4 Expiration of Contract**

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

### **2.5 Entire Agreement**

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

### **2.6 Modification**

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

### **2.7 Force Majeure**

#### **2.7.1 Definition**

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

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

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

**2.7.2 No Breach of Contract**

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

**2.7.3 Measures to be Taken**

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

**2.7.4 Extension of Time**

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

**2.7.5 Payments related to force majeure**

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

**2.7.6 Consultation**

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

**2.8 Suspension**

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

**2.9 Termination**

**2.9.1 By the Employer**

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract: (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing; (b) if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof; (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false; (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.9.2 **By the Consultants**

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract: (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach; (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof

#### 2.9.3 **Cessation of Rights and Obligations**

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

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

#### 2.9.4 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer): i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

#### 2.9.5 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

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

### **3.1.2 Law Governing Services**

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

#### **3.2.2 Consultants and Affiliates not to be otherwise interested in Project**

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

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or (b) after the termination of this Contract, such other activities as may be specified by Employer

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultants**

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

### **3.5 Insurance to be taken out by the Consultants**

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

### **3.6 Accounting, Inspection and Auditing**

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

### **3.7 Consultants' Actions requiring Employer's prior Approval**

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel as are listed in Appendix B; (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have

been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

### **3.8 Reporting Obligations**

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

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

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

### **3.10 Equipment and Materials furnished by the Employer**

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

## **4. CONSULTANTS' PERSONNEL**

### **4.1 General**

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

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnels is to be increased. The consultant will have to take into account the requirement of personnel and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates (c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

### **4.3 Approval of Personnel**

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

### **4.4 Working Hours, Overtime, Leave, etc.**

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

### **4.5 Removal and/or Replacement of Personnel**

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

#### **4.6 Resident Project Manager**

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

### **5. OBLIGATION OF THE EMPLOYER**

#### **5.1 Assistance and Exemptions**

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

#### **5.2 Access to Land**

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

#### **5.3 Change in the Applicable Law**

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

#### **5.4 Services, Facilities and Property of the Employer**

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

#### **5.5 Payment**

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

### **6. PAYMENT TO THE CONSULTANTS**

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

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

#### **6.3 Mode of Billing and Payment**

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

- (a) The Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Employer of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Employer shall have approved in writing.
- (b) Payment Schedule: The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given in Terms of Reference
- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Employer the work pertaining to the preceding stage.
- (d) The Employer shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as



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

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc. if required during the execution of the Services
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings. All the designs and drawings for structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All structural drawings for shall be duly signed by the (a) Designer, (b) Senior Checking Engineer. The designs and drawings not signed by the two persons mentioned above shall not be accepted. The Consultant shall indemnify the Employer against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Employer shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **7.2 Retention Money**

An amount equivalent to 5% of the bill value shall be retained from each running bill and final bill and same will be released after six months of the successful completion of the assignment.

### **7.3 Penalty**

In case of any delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time may be granted.

### **7.4 ACTION FOR DEFICIENCY IN SERVICES**

- 7.4.1 **Consultants liability towards the Employer**
- 7.4.2 Consultant shall be liable to indemnify the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him upto 25% of the consulting fee.
- 7.4.3 **Warning / Debaring**
- 7.4.4 In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Report involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debaring for certain period may also be initiated as per policy of EMPLOYER.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

## **8.2 Operation of the Contract**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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

### **9.2 Dispute Settlement**

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. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.

### Section 3: SPECIAL CONDITIONS OF CONTRACT

#### Number of GC Clause

#### A. Amendments of, and Supplements to, Clauses in the General Conditions 1.6.1

The addresses are: *For the Client:*

#### **Chief Engineer (Urban)-cum-Member Secretary**

Bihar State Water and Sanitation Mission

First Floor, PHED Building, Vishveshwariya Bhawan Complex,  
Bailey Road, Patna -800 015

*For the Consultant:*

*Attention:*

**1.6.2** Notice will be deemed to be effective as follows:

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

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

**6.3 (a) Deleted**

**7.2 Replaced provisions of Clause 11 of ITC - Section 2 7.**

**3.1 Deleted**

**APPENDIX- FORM OF PERFORMANCE SECURITY**

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

To,

**Chief Engineer (urban)-cum-Member Secretary,**

**Executive Committee,** Bihar State Water and Sanitation Mission

First Floor, PHED Building, Vishveshwariya Complex,

Bailey Road, Patna -800 015

**Dear Sir/Madam,** In consideration of **“Chief Engineer (Urban)-cum-Member Secretary, Bihar State Water and Sanitation Mission”** (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for **(name of the project)** \_\_\_\_\_ (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. \_\_\_\_\_ (in words and figures). We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ @ \_\_\_\_\_ and shall be extended from time to

time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(Name) (Name)

\_\_\_\_\_  
(Official Address) Designation (with Bank stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_ Dated \_\_\_\_\_

Strike out whichever is not applicable. @ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by BSWSM.

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

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