



एक हजार रुपये

₹. 1000

बिहार BIHAR

अपरेंद्र कुमार सिन्हा, मुद्रांक विक्रेता *Indu Kumar Singh*

ना० सं०-37/87 निवांशु कार्यालय, पटना

SUPPLEMENTARY AGREEMENT No. 47 LS of 2016-17

Name of Work

: Providing Supervision Consultancy Services & Quality Assurance Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSH)" building projects under "Koshi Division" "Darbhanga Division" & "Tirhut Division" in the state of Bihar.

Supplementary Agreement for the Work

: Providing Supervision Consultancy Services & Quality Assurance Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSH)" building projects under "Bhagalpur Division" Comprising of Districts of Banka & Bhagalpur in the state of Bihar.

Name of Agency

Eptisa Services De Ingenieria
S.L. Level-6, JMD Regent Square, M.G. Road,
Gurgaon-122002.

Date of Commencement

: 30.12.2015

Time of completion

15 Months or till Completion of the Project whichever is later.

Contract Price

: 2.30% (Two Decimal Three Zero Percent) of the Estimated Project Cost of Rs. 102.35 (approx.) Crores i.e. Rs. 235.405 Lacs (approx.)

Performance Security

: Rs. 5,12,000/- (Details attached)

This **CONTRACT** (hereinafter called the "Contract") is made the 21st day of the Month of June, 2016 between **Bihar State Educational Infrastructure Development Corporation Ltd., Bihar Rastrabhasa Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-800004**, on the one hand (hereinafter called the Client/Employer) and on the other hand **Eptisa Services De Ingenieria, S.L. Level-6, JMD Regent Square, M.G. Road, Gurgaon-122002** (hereinafter called the Consultant)

Chief Engineer
S.E.I.D.C. Ltd, Patna

- a. the Client has accepted the offer of the Consultant to **Providing Supervision Consultancy & Quality Assurance Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building Projects under "Bhagalpur Division" in the state of Bihar.**
- b. the Consultants, having represented to the client 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 Agreement.

Now therefore the parties hereto hereby agree as follows:

1.0.1 The following documents attached hereto shall be deemed to form an integral part of this contract:

- a. The Terms of Reference (hereinafter called TOR)
- b. The General Conditions of Contract (hereinafter called GCC)
- c. The Special Conditions of Contract (hereinafter called SCC)

2.1.1 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract in particular:

- a. The Consultants shall carry out the services in accordance with the provisions of the contract: and
- b. The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

**FOR AND ON BEHALF OF
(CLIENT)**

**FOR AND ON BEHALF OF
(CONSULTANT)**

eptisa

P. Bose
21/06/06

[Signature]
21/06

**Chief Engineer
B.S.E.I.D.C. Ltd, Patna**

21/06
21/06

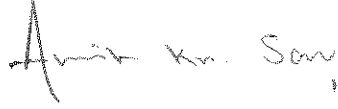
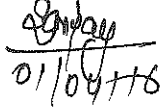
Performance Security

Name of Agency – “Eptisa Servicios De Ingenieria”

Performance Security of “Eptisa Servicios De Ingenieria” of “Supervision Consultancy Services for the Proposed Construction of “SSS/HSS/MSDP/USSS” Building project under “Bhagalpur Division””


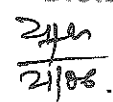
<u>BG No.</u>	<u>DOI</u>	<u>Amount</u>
BARCBG2016014	02.02.16 To 31.07.17	512000.00

(Rupees Five Lacs Twelve Thousand Only)


 1/4/16
 लेखा पदाधिकारी
 बिहार राज्य शैक्षणिक आब्यारभूत संरचना
 विकास निगम लि०, पटना

 01/04/16

eptisa


 21/08/16


 21/08
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

 21/08

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

4

Letter no: -BSEIDC/TECH/29/2011(Part-1) -

Patna, Date.....

From,

Brajesh Prasad
Chief Engineer

To,

Eptisa Services De Ingenieria
S.L. Level-6, JMD Regent Square, M.G. Road,
Gurgaon-122002

Sub: - Regarding Project Supervision and Quality Assurance for Senior Secondary School (10+2) in Patna and Bhagalpur Division.

Ref: - NIT No. 19/14-15 for Project Supervision and Quality Assurance for Construction of different Projects in the State of Bihar, This office letter no BSEIDC/TECH/29/2011-10863 Dated-01.12.2015 and Your Letter Reference No.-EIPL/BSEIDCL/2015/06, Dated 02.12.2015.

Sir,

With above subject and reference for providing " Supervision and Quality Assurance for proposed Construction of Senior Secondary School (SSS)/Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/Upgraded Senior Secondary Schools (USSS) building projects under Bhagalpur Division (Sl. No.-9 of NIT)" is hereby awarded to you at the rate of 2.3% (Two Decimal Three Zero per cent) of the project cost. The work to be allotted to you covers the area comprising of districts of Bhagalpur & Banka as per the list enclosed.

You are requested to furnish requisite performance security of Rs. 5,12,000 (Rs. Five Lacs Twelve Thousand only) within ten days of date of issue of this Letter and sign the supplementary agreement.

You are also directed to mobilise and proceed for the work within a week but the payment will be done after the agreement.

Thanking You

Yours faithfully

Sd/-

Chief Engineer

Date. 30.12.15

Memo..... 11633

Copy forwarded to S.E. (South/North)/Ex. Engineer, BSEIDC Bhagalpur/S.A.O. for information and necessary action.

Chief Engineer

eptisa

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

(A Govt of Bihar undertaking)


Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shri Pujan Sahai Path, Saidpur, Patna-800004,
Ph:- 0612-2910314, Fax-0612-2660256, E-Mail: bseidc@gmail.com

Letter No. : BSEIDC/TECH/ 29/2014-15

Date: 17.8.15

NOTICE

With reference to NIT No.-19/2014-2015(RFP for Supervision Consultancy), If the bidder submit the Bid Security amount in form of Bank Guarantee from Group-1 to Group-9 as per amount mentioned in NIT/Corrigendum, the bidder must submit it in the format as given here:-


Chief Engineer
BSEIDC, PATNA

5/8/15

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J. Bora
21/08/15


Chief Engineer
B.S.E.I.D.C. Ltd, Patna

2/8/15
21/08

BSEIDC, Patna Tender : Project Supervision and Quality assurance for Construction of
SSS/HSS/SSS(MSDP)/USSS

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the Project Supervision and Quality assurance of Group No. _____, Division: _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

(Seal and Signature of Tenderer)

eptisa

P. B. S. /
21/06/14

[Signature]
21/07

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

21/07
21/08

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

** 45 days after the end of the validity period of the Bid.

(Seal and Signature of Tenderer)

eptisa

P. Bore

21/06/16

[Signature]
21/06
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

21/06
21/06

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur,
Patna-800004, Ph.- 0612-2910314, Fax-0612-2660256, E-Mail : bseidc@gmail.com

Letter No. : BSEIDC/TECH/ 29/2011/-4053

Patna Date:- 08/08/2014

CORRIGENDUM-1

With reference to N.I.T No. 19/2014-15 (RFP for Supervision Consultancy) through e-Tendering website www.eproc.bihar.gov.in, the following amendments have been made as mentioned below :-

1. Tender Schedule:

SI No.	EXISTING PROVISION	AMENDED PROVISION
i	Period of Sale of Bid document (Download) from dated 02.08.2014 to 11.08.2014 , 15:00 Hrs.	Period of Sale of Bid document (Download) from dated 02.08.2014 to 28.08.2014 , 15:00 Hrs.
ii	Last date and time for receipt (Upload) of Bids on dated 13.08.2014 , 15:00 Hrs.	Last date and time for receipt (Upload) of Bids on dated 30.08.2014 , 15:00 Hrs.
iii	Time and date for opening of Technical Bids on dated 16.08.2014 , 15:30 Hrs.	Time and date for opening of Technical Bids on dated 03.09.2014 , 15:30 Hrs.
iv	Time and date for opening of Financial Bids on dated 20.08.2014 , 15:30 Hrs.	Time and date for opening of Financial Bids on dated 08.09.2014 , 15:30 Hrs.
v	Last date of Submission of Bid Security and Cost of BOQ on dated 16.08.2014 at 15:00 Hrs.	Last date of Submission of Bid Security and Cost of BOQ on dated 03.09.2014 at 15:00 Hrs.

2. Bid Security:

Group No.	Division	Bid Security (lacs) EXISTING PROVISION	Bid Security (lacs) AMENDED PROVISION
1	PURNIA DIVISION	56.81	28.41
2	PATNA DIVISION	38.87	19.44
3	MAGADH DIVISION	40.25	20.13
4	DARBHANGA DIVISION	38.18	19.09
5	MUNGER DIVISION	43.24	21.62
6	KOSHI DIVISION	26.68	13.34
7	TIRHUT DIVISION	83.49	41.75
8	SARAN DIVISION	35.42	17.71
9	BHAGALPUR DIVISION	20.47	10.24

- In Bid document in clause 2.2 Performance Security in the form of bank guarantee shall be 2 % (Two Percent).
- In clause 6.2(c) of Bid document 8% (Eight Percent) as Security Deposit will be deducted from each bill.
- In clause 3 of Bid document, under Eligibility Criteria the experience of construction supervisor should be 1 (One) Year.

The Other Terms & Conditions will remain same.

f 08/08/14
Chief Engineer
BSEIDC, PATNA

Sh 21/08/14
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

ep4isa

P. Bose
21/08/14

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004, Ph.-0612-2910314, Fax-0612-2660256, E-Mail : bseidc@gmail.com

Request for Proposal (RFP)

(Through e-tendering on website www.eproc.bihar.gov.in)

Name of work - Selection of Consultant for Project Supervision and Quality assurance for Construction of different projects in the State of Bihar.

1. BSEIDC invites proposal for **Project Supervision and Quality assurance for Construction of Senior Secondary schools/ Higher secondary schools/ Senior Secondary schools (MSDP) / Upgraded Senior Secondary schools** in various groups (1 to 5 schools in one group) distributed in 9 divisions. Total nos of school is about 1667nos. amounting to total cost of Rs. 1917 crores approx. at different sites in the state of Bihar. The details are as given below:-

Group No.	Division	District	Total Nos of School	Total Approx Cost (Crore)	Bid Security (lacs)	Cost of B.O.Q (In Rs.)	Beltron Bid Processing Fee (In Rs.)
1	PURNIA DIVISION	Araria	247	284.05	56.81	10,000/-	16,854/-
		Katihar					
		Kishanganj					
		Purnia					
2	PATNA DIVISION	Bhojpur	169	194.35	38.87	10,000/-	16,854/-
		Buxar					
		Kaimur					
		Nalanda					
		Patna					
		Rohtas					
3	MAGADH DIVISION	Arwal	175	201.25	40.25	10,000/-	16,854/-
		Aurangabad					
		Gaya					
		Jehanabad					
4	DARBHANGA DIVISION	Navada	166	190.90	38.18	10,000/-	16,854/-
		Darbhanga					
		Madhubani					
5	MUNGER DIVISION	Samastipur	188	216.20	43.24	10,000/-	16,854/-
		Begusarai					
		Jamui					
		Khagaria					
		Lakhisarai					
		Munger					
6	KOSHI DIVISION	Shekhpura	116	133.40	26.68	10,000/-	16,854/-
		Madhepura					
		Saharsa					
		Supaul					

epitisa

P. Bose
21/6/14

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

21/6/14

7	TIRHUT DIVISION	East Champaran	363	417.45	83.49	10,000/-	16,854/-
		Muzaffarpur					
		Sheohar					
		Sitamarhi					
		Vaishali					
		West Champaran					
8	SARAN DIVISION	Gopalganj	154	177.10	35.42	10,000/-	16,854/-
		Saran					
		Siwan					
9	BHAGALPU R DIVISION	Banka	89	102.35	20.47	10,000/-	16,854/-
		Bhagalpur					

Note:- The bidder can bid in any one or more groups separately.

2. The basic objective of the Consultancy is to Project Supervision and Quality assurance for Construction works, Project Management and Quality. Details are available on official web site www.bseidc.in
3. **Important Dates**
 - i) Sale of RFP document(Download) : From **02.08.2014** to **11.08.2014**
 - ii) Pre- Bid Meeting : **05.08.2014** at 3:30 pm (Place: Office of BSEIDC)
 - iii) Last Date of Bid Submission (Upload) : **13.08.2014** at 3:30 pm
 - iv) Technical Bid opening : **16.08.2014** at 4:00 pm
 - v) Financial Bid opening : **20.08.2014** at 3:30 pm (Place: Office of BSEIDC)
 - vii) Validity Period of Tender : **120 days**
4. The bidders are to be registered to take part in e-tendering process for issue of User ID and Password.
5. The RFP document are to be obtained from website www.eproc.bihar.gov.in and to be submitted on this website only. All other important papers / Bank draft / Earnest Money / Certificates required for Tender shall be scanned and uploaded with e-tender.
6. Eligible Consultancy firms should submit their Bids with Bid security in the form of **Bank Draft** in favour of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Payable at Patna. The Bid Security can be submitted in form of Bank Guarantee issued from any Nationalised / Schedule Bank situated in Bihar having minimum validity period of 120 days.
7. **Beltron Bid Processing Fee** is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"
Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.
8. The cost of BOQ in form of Bank Draft issued from any nationalized Bank / Schedule Bank in favour of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Payable at Patna to be deposited in office of "**Bihar State Educational Infrastructure Development Corporation Ltd.**" Patna up to 16.08.2014 , 15.00 hrs.

BRAJESH PRASAD
CHIEF ENGINEER

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

11

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

(A GOVT. OF BIHAR UNDERTAKING)

REQUEST FOR PROPOSAL (RFP)

FOR PROVIDING SUPERVISION CONSULTANCY SERVICES
FOR PROPOSED CONSTRUCTION OF
SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY
SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI
SECTORAL DEVELOPMENT PROGRAMME)/UPGRADED
SENIOR SECONDARY SCHOOLS IN THE STATE OF BIHAR.

**Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004
Ph: 0612-2910314**

Request For Proposal

Page 1

**Chief Engineer
B.S.E.I.D.C. Ltd, Patna**

J. Bose
21/08/16

24/8
21/8/16

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LETTER OF INVITATION

The Bihar State Educational Infrastructure Development Corporation Ltd. Patna (BSEIDC), invites **Financial Proposal** for providing **Supervision Consultancy Services for construction of SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI SECTORAL DEVELOPMENT PROGRAMME) /UPGRADED SENIOR SECONDARY SCHOOLS** in the State of Bihar.

1. PROJECT BACKGROUND:

Bihar State Educational Infrastructure Development Corporation Ltd., Patna is in the process of construction of various Educational Institutional buildings (Residential & Non-Residential) at various location in the State of Bihar. Administrative and Technical approval of some of the Project have already been granted while some other Project are under various stages of process. However tender process has already been started for construction of **Senior Secondary schools/Higher secondary schools/ Senior Secondary schools (MSDP)/Upgraded Senior Secondary schools** in various groups distributed in 9 divisions total nos. of projects division / district wise list attached Appendix-F. Amounting to total cost of Rs. 1917 Crore approx. Construction of 1000 Nos. of additional schools are expected in every coming year.

BSEIDC Ltd., Patna proposes to engage Consultants for providing Supervision Consultancy Services relating to Project Supervision and Quality Assurance for proposed construction of above projects, More than one division Supervision Consultancy work may be allotted to one bidder.

2. SUBMISSION OF PROPOSAL:

The Consultants are required to submit **Financial Proposal** in prescribed proforma as at Appendix-A on website:- www.eproc.bihar.gov.in.

The broad scope of work and other parameters including terms and conditions for carrying out the work are mentioned in the "Terms of Reference" at Appendix-B.

Any information in this regard may be had from **Mr. Ramashankar Prasad, A.E** (Mob no.09431492761)

3. VALIDITY OF PROPOSAL:

The Financial Proposal submitted by the Consultants shall be valid for a period of 120 days from the last date of submission of proposal.

4. OPENING OF FINANCIAL BID:

The Financial Bids received from the Consultants shall be opened on **20.08.2014**, at 15:30 hours on website:- www.eproc.bihar.gov.in.

5. AWARD OF CONTRACT:

The work may be awarded to one or more consultants.

6. Terms of Reference:

The scope of work and other terms of reference are attached at Appendix-B

7. General Conditions of Contract:

As per Appendix-C

8. Special Conditions of Contract:

As per Appendix-D

9. Format for Contract Agreement:

As per Appendix-E

10. List of School (Division / District wise):

As per Appendix-F

Appendix -A

FINANCIAL PROPOSAL

Name of Work – Providing Supervision Consultancy Services for the Proposed Construction of "
**Senior Secondary schools/Higher secondary schools/ Senior Secondary
 schools(MSDP)/Upgraded Senior Secondary schools "** building projects in
 the State of Bihar.

To,

The Managing Director
 Bihar State Educational Infrastructure
 Development Corporation Ltd.,
 Patna.

Dear Sir,

I/ We have carefully gone through the Terms of Reference, General and Special Condition of Contract including Payment Schedule for the work of providing Supervision Consultancy Services for proposed Construction of Upgraded Secondary School building projects in the State of Bihar and quote our Consultancy fees as follows:

Details of Services	Quoted Rate (in % of Project cost)*	
	In Figure	In Words
Supervision Consultancy Services (Project supervision and Quality Assurance, etc.)		

*(exclusive of Service Tax which will be reimbursed separately)

Signature of the Consultant
 Name & Full Address:-

.....

Appendix-B

TERMS OF REFERENCE**12. Scope of Work:**

Services to be rendered by the Supervision Consultancy Firms will be as under :

(A) CONSTRUCTION STAGE:

During construction stage the consultants act as Supervision Consultant (SC) of the 'contract' (to be signed between the Employer and the Contractor). They shall ensure that the contract is followed and work is executed as per the design and drawings. The Consultant shall

- (i) physically verify all dimensions of work done at site and ensure that they are as per drawing and specifications. If any discrepancy is noticed it shall be notified to BSEIDC or Engineer In charge immediately. They shall also be responsible to maintain the dimension at site as per the drawing and also ensure that the work is being done as per the tender specifications in accordance with the prevailing norms and procedures prescribed by the BSEIDC/Government of Bihar.
- (ii) be responsible for overall monitoring of the construction and shall be available at site for supervision and co-ordination of site work with the Employer/Engineer In charge and the contractors.
- (iii) deploy adequate number of qualified and experienced engineers (as detailed in para-3) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work.
- (iv) be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc. and maintain register for approval of shuttering and for laying of steel reinforcement. These registers are to be signed by the responsible engineer of the Supervision Consultant and the Contractor's representative before laying the RCC.
- (v) The consultant's representative shall prepare and check all the measurements recorded in the bill with respect to actual work done at site and as per the approved drawings, and to certify the accuracy within reasonable period approved by the Employer/Engineer In Charge.
- (vi) The SC shall take measurements and prepare bills at least once in a month. But as per the specification and volume of works preparation of bill may be twice or thrice in a month. The SC shall certify each of the bills which will be certified by the BSEIDC for Payment. Hidden measurements, which cannot be recorded in future, shall be recorded before covering of the work.
- (vii) If contractor's representative fails to attend the Final measurements or contractor fails to countersign final bills, then after giving reasonable notice to the contractor, SC shall take Final measurements and prepare bills and recommend for payment.
- (viii) Minimum 10%(Ten Percent) of measurements will be checked by the BSEIDC's Engineer In Charge.
- (ix) On completion of work, the SC shall have the responsibility to finalize bills for the work as per the actual execution at site.
- (x) Obtain Employer's approval for any material deviation in designs or cost due to changes in working drawings, schedule and specifications from the approved scheme.
- (xi) The Consultant shall be required to get videography of the works being executed at the following stages: (a) Foundation (b) Plinth (c) Lintel and (d) Roof level. The videography should cover the reinforcement details before casting of concrete and also of concrete works during and after casting in presence of concerned in-charge of the works. Any other digital record as required by BSEIDC shall be provided by the consultant.

(xii) Advise Employer on the progress of the work and its conformity with drawings issued for the work.

(xiii) Advise Employer on changes, if necessary for technical reasons.

(xiv) Check and certify completion drawings including elevations and section and structural details indicating details of building and all services and submit completion certificate drawings to the Employer as per reporting schedule and two soft copies in CD after the completion of the work.

(xv) Supervision Consultants have to send photographs by his own android mobile regularly as per BSEIDC instruction.

(xvi) The supervision consultant and quality control consultant shall be fully responsible for quality and quantity of work/execution of work.

(xvii) Submit monthly Progress report to Chief Engineer in prescribed Performa up to 5th day of next month.

(xviii) In the case of any deficiency and shortage of Nos of key person mention in para-3, Additional fine Up to 10% of agreement value may be imposed.

(xix) For quoting the financial rate an estimate shall be enclosed with bid for justification of quoted rate.

(xx) Division wise office set up shall be mandatory.

(B) COMPLETION STAGE

1.

It will be the responsibility of Consultancy Firm to get the various NOC certificates essential for start and its completion of the project and the same are to be submitted to the Authorities as per reporting scheduled necessary. Fees/taxes required to be deposited with the statutory bodies for obtaining the same will be borne by the BSEIDC. Such approvals shall include approvals from any local bodies/statutory bodies constituted by State or Central Govt.

2. TIME PERIOD FOR THE SERVICES:

The durations of the services under this contract is 15 months or till completion of the building whichever is later.

Eligibility Criteria

3. The following would be the requirement of technical and managerial manpower, which will be deployed by SC for project management and supervision work:

S.No.	Type of personnel	Required Qualification and Experience	Manpower to be deployed for different size of Projects (100 to 200 school)	Additional manpower for additional school
1.	Team Leader	Degree in Civil Engg. +20 Year of exp / or retired S.E	1	
2.	Project Manager	Degree in Civil Engg.+15 Year of exp / or retired Ex. Engg	2	(@1 for 100 school)
3.	Sr. Project Engineer	Degree in Civil Engg.+ 10 Years of exp / or retired Asst. Engg.	4	(@1 for 50 school)

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4.	Design Engineer	Degree in Architect / Civil + 5 years of exp	1	(@ 1 for 200 school)
5.	Electrical Engineer	Degree in Electrical + 3 years of exp	2	(@ 1 for 100 school)
6.	Project Engineer	Degree in Civil + 5 years of Exp	5	(@ 1 for 40 school)
7.	Construction Supervisor	Diploma in Civil + 5 years of Exp	25	(@ 1 for 8 school)

3.1 For project which requires manpower in fractions, manpower deployment can be clubbed for more than one project or the deployment can be for limited duration, to make it feasible and economical.

3.2 For ease of deployment, consultant would generally be allotted projects in continuous areas/districts, so that logistical arrangement and movement of manpower is facilitated.

3.3 Common criteria

The agency must be an individual entity (joint ventures not allowed) having experience in similar field for not less than 5 years as on March 2014 Information about the organization along with names & details of various Technical & supporting personnel, key personnel with their qualification & experience to be furnished along with RFP, in relevant formats indicated subsequently in the document.

3.4 **Category- wise criteria**

Consultancy criteria	Minimum Requirement
Turnover (Average annual turnover of last three years i.e., 2010-11 to 2012-13 from Consultancy work)	1 Crores
Profit and Loss in last three years ending on 31/3/2013	Should not be loss in any year
Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2014	100 cr
Latest Bank solvency certificate from a scheduled bank (to be submitted with bid)	Rs. 25 lacs

3.5 **Desirable Criteria**

"similar work" shall mean construction management and supervision and quality control services for residential building, institutional building, office buildings with RCC framed / Load bearing structures with finishing's including public health engineering , electrical /HVAC works and its associated works.

4. **OBLIGATIONS OF THE CONSULTANCY FIRM**

i) The Consultancy shall carry out the services with due diligence and efficiency and in conformity with sound architectural, engineering, administrative and financial practices. They shall execute and complete the work in all respects to the satisfaction

of the Employer and do all other things required to be done for such execution and completion.

ii) The Consultancy shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses and giving due consideration to economic aspects.

iii) The Consultancy shall promptly furnish to the Employer such information relating to the services and the projects as the Employer may from time to time reasonably request.

5. TIME PERIOD FOR THE SERVICE

i) Time period envisaged for the project is 15 months or till completion of Construction works whichever is later.

ii) If the project is delayed by any reason whatsoever, no additional cost will be payable to the consultant for these services and for the extra contract period. However, in exceptional circumstances, the Managing Director, BSEIDC may at his sole discretion decide payment of compensation, if any, due to the Consultant. The decision of the Managing Director, in this regard, shall be final.

iii) BSEIDC shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant within 15 days.

iv) The BSEIDC shall arrange a minimum one (1) meeting in each month at BSEIDC office for co-ordination and planning purpose starting from date of commencement or from date of award of civil contract. Consultant firms Team Leader and Project Engineer with the other required Team Members shall attend the meeting. BSEIDC shall issue the minutes of the meeting to all concerned.

6. PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT

i) The Consultancy Firm shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar site supervision assignments

7. INTERACTION WITH BSEIDC

i) During entire period of services, the Consultant shall interact continuously with BSEIDC officials and provide any clarification regarding methods being followed and carry out modification as suggested by BSEIDC. A Programme of various activities shall be provided to BSEIDC and prior intimation shall be given to BSEIDC regarding start of the key activities, if required.

ii) The BSEIDC officers and other Government officers permitted by the BSEIDC may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and other works.

iii) The consultant shall be required to send 3 copies of concise Progress Report by the 5th day of the following month to the BSEIDC. These reports shall clearly bring out the progress of consultancy works under the scope of the Consultant vis-à-vis as per the agreed programme. In case of shortfall the steps being taken to ensure timely completion.

8. PAYMENT SCHEDULE

Payment to the Consultants shall be released by 15th day of every month based on the total value of work got executed by the "works contractors" and paid to them during the previous month. The consultants shall submit their (consultancy fees) bills to the concerned authorities of BSEIDC by 7th of every month, with details of work done with photo and bill certified by concerned Executive Engineer.

Appendix- C

GENERAL CONDITION OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms wherever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws of India.
- (b) "Client" means the Bihar State Educational Infrastructure Development Corporation Limited (BSEIDC), a Government of Bihar Undertaking Registered under Company Act, 1956.
- (c) "Consultant" means any private or public entity that will provide the services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices thereto.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause GC 2.1.
- (g) "Currency" means Indian Rupees.
- (h) "GC" means the General Conditions of Contract.
- (i) "Government" means the Government of Bihar.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof
- (m) "Reimbursable expenses" means all assignment-related costs other than Consultant's Fee.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 'B' hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant Sub-Contracts any part of the services.
- (q) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

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

(s) Contract Price means the price to be paid for the performance of the services in accordance with clause 6.1 of GCC.

1.2 Relationship Between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

1.6.2 Notices shall be deemed to effective as specified in SC.

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

1.7 Location

The Services shall be performed at such locations as specified in Special Conditions (SC) hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultant consists of a Joint Venture/Consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, without limitation the receiving of instructions and payments from the client.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC the Consultant, Sub-Consultants personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

21/6/16

**2.1 Effectiveness
Of Contract**

This Contract shall come into force and effect on the date the contract is signed by both the parties

**2.2 Performance
Security**

The Consultant shall provide security for his performance of the contract to the Employer within 15 days from the date of issue of LOA. The Performance Security shall be in the form of an unconditional bank guarantee acceptable to the client, from any nationalized bank or schedule bank in India valid up to 18 months from date of signing of the agreement initially and extendable up to a suitable period as specified in the Special Condition.

The amount of the bank guarantee shall be 5% (five percent) of the Contract Price (Consultancy Fees). The same shall be furnished to the BSEIDC in the Proforma acceptable to BSEIDC.

**2.3 Commencement
of Services**

The Consultant shall begin carrying out the services not later than Seven (7) Days 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 the 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 Modifications or
Variations**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure**2.7.1 Definition**

(a) For the purpose of this Contract, Force Majeure means an event which is beyond the reasonable control of Party, is not foreseeable, is unavoidable, and which makes a Parties 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 parties Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of conclusion of this contract, and 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

The failure of a Party to fulfill any of its obligations hereunder shall

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal condition as soon as possible
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the client, in re-activating the Services; or
 - (ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and he will be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as the existence or extent of Force Majeure, the matter shall be settled according to clause GC 8.

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than Thirty (30) day's written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within Thirty (30) days of receipt of

such notice of suspension or within such further period as the Client may have subsequently approved in writing

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

For the purpose of this clause:

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

(f) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

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

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

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than Sixty (60) days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause GC 2.9.2

(a) If the Client fails to pay money due the Consultant pursuant to this Contract and not subject to dispute within Forty-Five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

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

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 hereof.

2.9.5 Payment

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2

Upon Termination hereof, the Client shall make the following payments to the Consultant:

1. Remuneration pursuant to Clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2. Except in the case of termination pursuant to paragraph (a) to (g) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

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

2. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

Action for deficiency in services

Liquidated Damage shall be imposed on the consultants for delay in performance of the services under his scope by the Consultant beyond the contract period or extended time granted by the Client.

The LD shall be 1% of the contract price per week of delay subject to Maximum of 10% of the Contract price.

Consultant's liability towards the Client:

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him

Warning / Debarring

Warning may be issued to the erring consultant for minor deficiencies. In the case of major deficiencies involving time and cost overrun and adverse effect on reputation of BSEIDC, other Penal action including Debarring for certain period may also be initiated.

3.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the **Applicable Law**, Statutory rules By Laws and shall take all practicable steps to ensure that Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.

3.2 Conflict of Interests

The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the consultant's only payment in connection with this Contract and, subject to clause GC 3.2.2 hereof, the consultant shall not accept for its own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Consultant and Affiliates not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works of services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the Personnel make public the Recommendations formulated in the course of, or as a result of, the services.

3.4 Liability of the Consultant

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Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be governed by the Applicable Law.

3.5 Insurance to be taken out by the Consultant.

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

3.6 Accounting Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with Govt. of Bihar accepted accounting principles and in such form and details which will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to Five(5) years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the client.

3.7 Consultant's Actions Requiring Client's prior Approval

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

(a) Subcontracts; the Consultant may sub-contract work relating to the services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the consultant to provide a replacement, with qualifications and experience acceptable to the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(b) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultant shall submit to the Client monthly progress reports pertaining to their part of the work in format acceptable to the Client. Final reports shall be delivered in CD- ROM in addition to the hard copies.

3.9 Documents prepared by the Consultant to be the Property of the Client

All plans, drawing, specification, designs, reports, other documents prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such Documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, and use for their own use with prior written approval of the Client.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and

4.2 Removal and/ Or Replacement of Personnel

experienced Personnel and Sub-Consultants as are required to carry out the services.

- (a) If the Client (i) finds that any of the Consultant's Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, forthwith provide a replacement, a person with qualifications and experience acceptable to the Client.
- (b) Any of the Personnel provided as a replacement under Clause (a) above shall be subject to the prior written approval by the Client.

4.3 Project Architect

The Consultant shall ensure that at all times during the Consultant's performance of the services, a Project Architect acceptable to the Client, shall take charge of the performance of the services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The assistance to be provided by the Client are listed at Appendix- H.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the services. The Consultant will be responsible for any damage to such land or any property thereon resulting from such access for such damage caused by the default or negligence of the Consultant or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law related to Taxes and Duties.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

5.4 Payment

In consideration of the services performed by the Consultant under this contract, the Client shall make to the Consultant such payment and in such a manner as provided by the Clause GC 6 of this Contract.

5.5 Payment to Statutory bodies

The employer shall be responsible for making all payments to be made to the local authorities and statutory bodies. However, fines, penalties and compounding fees etc. imposed by the local authorities for non-fulfillment of the Consultant's responsibility under his scope shall be borne by the Consultant excepting for the additions and alternations exclusive required by the employers in writing.

6. PAYMENTS TO THE CONSULTANT

6.1 Payment Schedule

The payment schedule should be as per Clause-8 set forth in Appendix-B.

6.2 Remuneration and Reimbursable

posals

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P. B. S. K.
21/06/16

[Signature]
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

2/7/16

- (a) The client shall pay to the Consultant (i) remuneration as and set forth in clause GC 6.1 above (ii) reimbursable expenses as set forth in Clause GC 6.2(b) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Reimbursable expenses actually and reasonably incurred by the Consultant on behalf of the Client in the performance of the services on production of proof of such expenses. For example statutory fees for approvals to be deposited with Local Authorities.
- (c) 5% (Five percent) as Security Deposit will be deducted from each bill.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them. Failure to agree to any action pursuant to this clause shall not give rise to a dispute subject to arbitrator in accordance with clause 8 specified in the Special Conditions.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within Fourteen (14) Days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SPECIAL CONDITIONS OF CONTRACT (Supervision Consultant)

1.6 The authorized Representative and their addresses are
Notices

Client:

.....

Consultant:

.....

Notices shall be deemed effective when received by the above addresses.

1.7 The Description of the project is as follows.....
Location

1.10 Service tax shall be reimbursed at actual on production of proof.
Taxes and
Duties

2.2 Performances security shall be valid up to.....
Performance
Security

2.3 The effective date for commencement of service is.....
Commencement
of Services

3.1.1 Liquidated Damages of up to 0.5 percent of Contract Price of consultancy fee
Standard shall also be imposed for deficiency in services of submission of estimates.
Performance without full backup documentation or which are not strictly as per the laid
down norms. The Managing Director, BSEIDC decision, in this matter, shall
be final and binding

Liquidated damages, shall further be imposed on the Consultant for delays in
obtaining the required approvals from Local Authorities. The delay shall be
reckoned from the schedule date in the contract of extended time granted by the
client. The LD shall be 1/2% per week of delay subject to a maximum of 5% of
the Contract Price.

The above LD's is an addition to the LD in GCC 3.1.1.

3.8 A detailed progress report pertaining to the Consultant's scope of work
Reporting clearly bringing out the progress of work against the scheduled along with any
obligation remedial action being taken shall be submitted fortnightly in the format approved
by the employer.

Display boards clearly displaying the schedules and progress in approved format
shall be established in the rooms of three senior officials of BSEIDC as directed
and updated at weekly intervals.

8.2 Any dispute or difference whatsoever arising between the parties out of or relating to
Dispute construction, meaning, scope, operation or effect of this contract or the validity or
Resolution the breach thereof shall be settled by arbitration. The sole Arbitrator to be selected
by the Managing Director, BSEIDC within 30 days from the date of receipt of notice
of arbitration. The venue of arbitration shall be at PATNA. The arbitration
proceedings shall be governed by the Arbitration and conciliation Act, 1996 or any
statutory modification thereof.

Standard Format for Supervision Consultant Contract Agreement

(To be completed/modified to suit individual Project requirement)

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the.....day of the month of2011 between **Bihar State Educational Infrastructure Development Corporation Limited, Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Saidpur, Patna-800 004**, on the one hand (hereinafter called the Client/Employer") and on the other hand(hereinafter called the Consultant)

Whereas

- a. the Client has accepted the offer of the Consultant to provide certain consulting services for
- b. the Consultants, having represented to the client 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 Agreement.

Now therefore the parties hereto hereby agree as follows:

- 1.0 The following documents attached hereto shall be deemed to form an integral part of this contract:
 - a. The Terms of Reference (hereinafter called TOR)
 - b. The General Conditions of Contract (hereinafter called GCC)
 - c. The Special Conditions of Contract (hereinafter called SCC)
- 2.0 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract in particular:
 - a. The Consultants shall carry out the services in accordance with the provisions of the contract: and
 - b. The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

**FOR AND ON BEHALF OF
(CLIENT)**

Bihar State Educational Infrastructure Development Corporation Limited,
Bihar Rastrabhasha Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-800 004

**FOR AND ON BEHALF OF
(CONSULTANT)**