

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

P 438165

6818 19-8-19 1000
का. संख्या दि. पू. बा. संख्या
का. का. नाम एवं पता

कामेस्वर प्र. सिंह, मुदाक बिजेडा
००-४/79, बिहगपुर कादीचक, पटना

AGREEMENT No. 89 LS of 2016-17

Name of Work

Providing Supervision Consultancy Services & Quality Assurance Services for the Construction of Different Projects (District Institute of Education and Training (DIET)/ Primary Teacher Education College (PTEC)/ Block Institute of Teacher Education (BITE)/ College of Teacher Education (CTE)/ Block Resource Centre (BRC)" building Projects in the state of Bihar.

Name of Agency

Rounak Construction and Consultancy
197, I.A.S. Colony, Kidwaipuri, Patna-800001, Bihar

Date of Commencement

01-10-2016

Time of completion

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

Contract Price

1.19% (One Decimal One Nine Percent) of the Project Cost

Performance Security

Rs. 37,49,000/- (Details attached)

This CONTRACT (hereinafter called the "Contract") is made the 01st day of the Month of October, 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 Rounak Construction and Consultancy, 197, I.A.S. Colony, Kidwaipuri, Patna-800001, Bihar (hereinafter called the Consultant)

Rounak Construction and Consultancy

Managing Partner

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

Confidential

Chief Engineer
R.S.E.C. Ltd. 6/10/02

1/10/02

Whereas

- a. the Client has accepted the offer of the Consultant to Providing Supervision Consultancy Services & Quality Assurance Services for the Construction of Different Projects (District Institute of Education and Training (DIET)/ Primary Teacher Education College (PTEC)/ Block Institute of Teacher Education (BITE)/ College of Teacher Education (CTE)/ Block Resource Centre (BRC)" building Projects 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)**

Rounak Construction and Consultancy

Managing Partner

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

01/10/16

RESISTANCE

Bank Commission and Consistency

Performance Security

Name of Agency – "Rounak Construction and Consultancy"

Performance Security of "Rounak Construction and Consultancy" of "Supervision and Quality Assurance for Construction of Different Projects in the State of Bihar"

BG No.

DOI

PSB201617100012511/2016-17 23.08.16 To 23.02.18

Amount

3749000.00

(Rupees Thirty Seven Lacs Forty Nine Thousands Only)

(Signature)
17/09/2016

लेखा पदाधिकारी

बिहार राज्य शैक्षणिक आधारभूत संरचना

विकास निगम लि०, पटना

(Signature)

17/09/16

Rounak Construction and Consultancy

(Signature)
01/10/16
Managing Partner

(Signature)
01/10/2016
Chief Engineer

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

(Signature)
01/10

DATE: 11/10/80
TIME: 10:00 AM

[illegible]

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BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LT

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

Letter of Acceptance

Letter no :- BSEIDC/FIN/2500/2016-17-7478

Patna. Date. 09.08.2016

From,

Brajesh Prasad
Chief Consultant (Technical)

To,

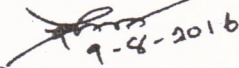
Rounak Construction and Consultancy.
197, I.A.S Colony. Kidwaipuri. Patna
Pin- 800001. Bihar

Dear Sir,

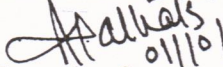
This is to notify you that your Bid dated-14-06-2016 for Providing Project Supervision and Quality Assurance for Construction of Different Projects in the State of Bihar as per provisions of RFP/ (NIT No-48 / 2015-16) has been accepted by the Corporation at your minimum quoted rate of 1.19% (One decimal One Nine percent) of the project cost.

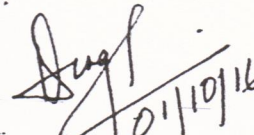
You are hereby requested to furnish requisite Performance Security in the form (Appendix E of RFP document) and as per provisions/details in para 2.2 of G.C.C of Rs. 37,49,000 /- (Rupees Thirty Seven Lacs Forty Nine Thousand Only) within fifteen days of receipt of this Letter of Acceptance and sign the contract.

Yours faithfully


(Brajesh Prasad)
Chief Consultant (Technical)

Rounak Construction and Consultancy


01/10/16
Managing Partner


01/10/16
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

21/01
01/10

1. 1940年12月1日，在天津法租界英租界交界处，
 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 83

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, विहार राष्ट्रीय परिसर, शिक्षा भवन सड़क से, सड़क, पटना-800004, दूरभाष-0612-2910314
कॉर्पोरेट प्रहरीय संख्या: (8030)BK20180601589, e-mail: bscic@gmail.com, website: www.bscic.in, Fax No: 0612-2902250.

Letter no.: BSEIDC/NIT/2015-16/- 4568

Patna, Date: 17.05.2016

Corrigendum No.- 2

With reference to N.I.T. No. 48/2015-16, Dated-03.03.2016 Published in Different News Paper vide P.R.-14596 (नि०नि०)15-16 through e-tendering website: www.eproc.bihar.gov.in for the Work "Request for Proposal for Selection of Consultant for Project Supervision and Quality Assurance of different Projects in the State of Bihar" the following amendments have been made as mentioned below :-

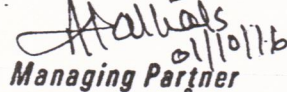
| SL. no. | Existing provision | Amended provision |
|---------|---|---|
| 1 | Period of Sale of Bid document (Download) from dated 30.04.2016 to 22.05.2016, 03:00 P.M. | Period of Sale of Bid document (Download) from dated 30.04.2016 to 29.05.2016, 03:00 P.M. |
| 2 | Last date and time for receipt (Upload) of Bids on dated 24.05.2016, 03:30 P.M. | Last date and time for receipt (Upload) of Bids on dated 31.05.2016, 03:30 P.M. |
| 3 | Time and date for opening of Technical Bids on dated 25.05.2016, 04:00 P.M. | Time and date for opening of Technical Bids on dated 01.06.2016, 04:00 P.M. |
| 4 | Time and date for opening of Financial Bids on dated:- 02.06.2016, 04:00 P.M. | Time and date for opening of Financial Bids on dated:- 09.06.2016, 04:00 P.M. |
| 5 | The Cost of BOQ and EMID will be accepted up to 01.06.2016, 03:00 P.M. | |

The other terms and conditions shall remain unchanged.


17-5-2016

(Brajesh Prasad)
Chief Consultant (Technical)

Rounak Construction and Consultancy


Managing Partner


01/10

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

2/10
01/10

Managing Partner

Managing Partner

2500 1st Avenue
Cedar Rapids, IA 52402

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् परिसर, शिवपुरी नगर, सहाय पथ, सहाय पथ-800004, सहाय पथ-2910314
कॉर्पोरेट पहचान संख्या: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No: 0612-2661256

Letter no.: BSEIDC/NIT/2015-16/- 4921

Patna, Date: 21/05/16

Corrigendum No.- 3

With reference to N.I.T. No. 48/2015-16, Dated-03.03.2016 Published in Different News Paper vide P.R.-14596 (नि०नि०)15-16 through e-tendering website: www.eproc.bihar.gov.in for the Work "Request for Proposal for Selection of Consultant for Project Supervision and Quality Assurance of different Projects in the State of Bihar" the following amendments have been made as mentioned below :-

| SL. no. | Existing provision | Amended provision |
|---------|---|---|
| 1 | Period of Sale of Bid document (Download) from dated 30.04.2016 to 29.05.2016, 03:00 P.M. | Period of Sale of Bid document (Download) from dated 30.04.2016 to 13.06.2016, 03:00 P.M. |
| 2 | Last date and time for receipt (Upload) of Bids on dated 31.05.2016, 03:30 P.M. | Last date and time for receipt (Upload) of Bids on dated 14.06.2016, 03:30 P.M. |
| 3 | Time and date for opening of Technical Bids on dated 01.06.2016, 04:00 P.M. | Time and date for opening of Technical Bids on dated 16.06.2016, 04:00 P.M. |
| 4 | Time and date for opening of Financial Bids on dated:- 09.06.2016, 04:00 P.M. | Time and date for opening of Financial Bids on dated:- 24.06.2016, 04:00 P.M. |
| 5 | The Cost of BOQ and EMD will be accepted up to 16.06.2016, 03:00 P.M. | |

The other terms and conditions shall remain unchanged.


21-5-2016

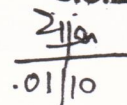
(Brajesh Prasad)
Chief Consultant (Technical)

Rounak Construction and Consultancy


Managing Partner

Chief Engineer

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


21/05/16

2. FIELD OF STUDY

Research, Development and Consultancy

Training Partner

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION

(A Govt of Bihar undertaking)
Sector: Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sala
2910314, Fax-0612-2660256, E-Mail: bseidc@bseidc.org
Cor ID No.: 100101BR2011SGC015359 e-mail: bseidc@gmail.com, website: www.bseidc.org

URE

Patna-800004, Ph- 0612-

No.-0612-2660256

Request For Proposal (RFP)

NIT No.-48/2015-16

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

Name of work - Selection of Consultant for Project Supervision and Quality Assurance of Different Projects in the State of Bihar.

BSEIDC invites Proposal for Project Supervision and Quality Assurance for Construction of District Institute of Education and Training (DIET) 26 Nos., Primary Teacher Education College (PTEC) 22 Nos., Block Institute of Teacher Education (BITE) 04 Nos., College Teacher Education (CTE) 06 Nos., & Block Resource Centre (BRC) 185 Nos. distributed in different Districts of Bihar. Total nos. of Projects is about 243 Nos. amounting to total cost of Rs. 630.00 Crores approx. at different places in the State of Bihar.

| Sl. No. | Name of Work | Total approx. cost of all Projects (in Crores) | Bid Security (in lac) | of Beltron Bid Processing Fee (in Rs.) |
|---------|--|--|-----------------------|--|
| 1 | Selection of Consultant for Project Supervision and Quality Assurance of Different Projects in the State of Bihar. | 630.00 | 19.00 | 17,180/- |

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

Important Dates :-

- i) Date of Issue of RFP Notice : Dated- 03.04.2016
- ii) Sale of RFP document (Download) : From 30.03.2016 To 17.04.2016
- iii) Pre-bid Meeting : Dated- 03.04.2016 at 3:30 P.M. (Place: Office of BSEIDC)
- iv) Last Date of Bid Submission (Upload) : Dated- 18.04.2016 at 3:30 P.M.
- v) Technical Bid Opening : Dated- 20.04.2016 at 4:00 P.M.
- vi) Financial Bid Opening : Dated- 21.04.2016 notified later on. (Place: Office of BSEIDC)
- vii) Validity Period of Tender : 120 Day

The Bidders are to be registered to take part in e-tendering process for issue of ID and Password. The RFP document may be obtained from website www.eproc.bihar.gov.in and 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.

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 Nationalized Bank having minimum validity period of 120 days.

Beltron Bid Processing fee is mandatory to be paid through online mode (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/Contract. 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/Holiday or any other reason.

The Cost of BOQ in form of Bank Draft issued from any nationalized Bank in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." Payable at Patna to be deposited in office of the Corporation up to 21.04.2016, 15:00 Hrs.

Rounak Construction and Consultancy

Managing Partner

(Brajesh Prasad)
Chief Consultant (Technical)

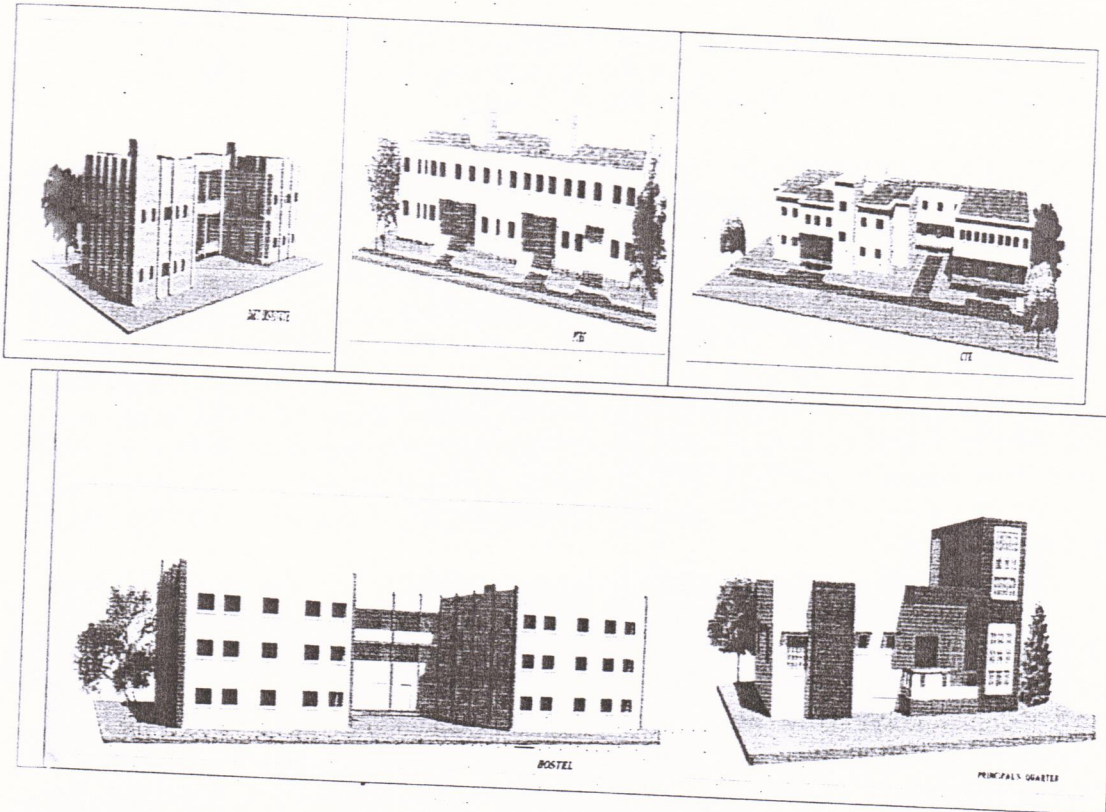
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Chief Engineer
S. E. D. C. Ltd. 1940

Shipping Notice

1940

**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
DISTRICT INSTITUTES OF EDUCATION AND
TRAINING(DIET)/PRIMARY TEACHERS EDUCATION
COLLEGE(PTEC)/BLOCK INSTITUTE OF TEACHER
EDUCATION(BITE) / COLLEGE OF TEACHER EDUCATION
(CTE)/BLOCK RESOURCE CENTRE(BRC) IN THE STATE OF
BIHAR.**

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

Rounak Construction and Consultancy

Managing Partner

Page 1

Chief Engineer

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

24/10
01/10

LETTER OF INVITATION

The Bihar State Educational Infrastructure Development Corporation Ltd. Patna (BSEIDC), invites **Financial Proposal** for providing **Supervision Consultancy Services** for construction of DIET/PTEC/BITE/CTE/BRC BUILDINGS 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 Projects are under various stages of process. However tender process has already been started for construction of **District Institutes of Education and Training (DIET) / Primary Teacher Education College (PTEC) / Block Institute of Teacher Education (BITE) / College of Teacher Education (CTE)/BLOCK RESOURCE CENTRE(BRC) Projects** distributed in all over Bihar. Total numbers of Projects are 243 list attached in Appendix-G. Total cost of all projects is about Rs.740.00 Crore approx. The total amount of projects and the no. of projects may vary.

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.

2. SUBMISSION OF Bid:

The Consultants are required to submit the Technical Bid and Financial Bid in prescribed proforma as at Appendix-A on website:- www.eproc.bihar.gov.in supported by an estimate for justification of the quoted rate so that their remuneration may be done. Financial Proposal of the bidder scoring 80% or above marks in technical bid will be only opened. **The rate related information should not be submitted in Technical Bid submission.**

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-D.

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 of the Consultants shall be opened after evaluating the Technical Bid. The date and time will announce later on the website:- www.eproc.bihar.gov.in.

5. AWARD OF CONTRACT:

The work may be awarded on the ground of lowest rate quoted.

6. General Conditions of Contract:

As per Appendix-B

7. Special Conditions of Contract:

As per Appendix-C

8. Terms of Reference:

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

9. Format for Contract Agreement:

As per Appendix-E

10. Bid Security (Bank Guarantee Unconditional):

As per Appendix-F

11. List of Institution:

As per Appendix-G

Rounak Construction and Consultancy

Managing Partner

Chief Engineer

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

FINANCIAL BIDName of
Work -

Providing Supervision Consultancy Services for the Proposed Construction of "District Institutes of Education and Training (DITE) / Primary Teacher Education College (PTEC) / Block Institute of Teacher Education (BITE) / College of Teacher Education (CTE)/BLOCK RESOURCE CENTRE(BRC)" building projects in the State of Bihar.

To,

The Chief Consultant (Technical)
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 DIET/BITE/PTEC /CTE/BRC building projects in the State of Bihar and quote our Consultancy fees as follows:

Name of
Bidder-

| 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)

Detail Estimate for Justification of the above Quoted rate is as Below:-

Personal (A)

| S.No. | Designation | Rate Per Month (Rs.) | Man Month | Amount (Rs.) |
|-------|-------------|----------------------|-----------|--------------|
| | | | | |

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| | Total Amount(A) | | | |
|------------|------------------------------|--------------------|-------|-------------|
| Others (B) | | | | |
| S.No. | Particulars | Rate(Rs.) | Month | Amount(Rs.) |
| | | | | |
| | | | | |
| | Total of (B) | | | |
| | Grand Total (A+B) | | | |
| | Estimated Consultancy Charge | % of project cost. | | |

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BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

On RFP

Technical Bid

| Name of Work | PROJECT SUPERVISION AND QUALITY ASSURANCE FOR CONSTRUCTION OF BUILDINGS DIET/PTEC/BITE/CTE/ BRC BUILDINGS in the State of Bihar. | Total Approximate Cost (Rs in Crore) | 740.00 | | | | Time Period for the Service | 15 to 18 Months or Till Completion of Construction work whichever is Later | ALL COLOURED CELL TO BE FILLED ACCORDINGLY |
|------------------|--|---|--------|--|-------------|---------|------------------------------------|--|--|
| Scheduled Amount | | Date of Sanction | | | | | Date of RFP Notice | 3-3-2016 | |
| Sl No | Items | Requirement | | | Requirement | Cl. No. | Name of the Consultant | | |
| | | | | | | | Address of the Consultant | | |
| 1 | Bid Validity | Bids shall remain valid for a period not less than 120 days after the deadline date. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive | | | 120 Days | | Bid validity periods In days | | |
| 2 | Bid Security | (A) Indian post office term deposit 3year/5Year; National saving Certificate; Kishan Vikash Patra duly endorsed by the Competent Postal authority in Bihar. | | | | | Amount To be entered (Rs in Lakhs) | | |

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| | | | | | | | | |
|---|---|-----------------|--|--|--|------------------------------------|--|--|
| | (B) Fixed deposit receipt of a Schedule bank. Fixed deposit receipt should be Valid for six months after last date of receipt of tender and shall be pledged in favour of the department | | | | | Amount To be entered (Rs in Lakhs) | | |
| | (C) 5 year National Development bond/State development loan certificate. | | | | | Amount To be entered (Rs in Lakhs) | | |
| | (D) Unconditional bank guarantee from any scheduled Indian bank issued within the state in the format given (If issued from any bank outside state will be converted to any bank within the state before executing the agreement. | | | | | Amount To be entered (Rs in Lakhs) | | |
| | Bid Security Amount - (Rs. In Lakhs) | 19.00 | | | | Bid Security Amount - Rs. | | |
| 3 | (i) Legal Status of Bidder. | | | | | | | |
| | (ii) Principal place of Business | | | | | | | |
| | (iii) Power of attorney of signatory Bid | Attached or Not | | | | | | |
| 4 | Total value of Consultancy work performed in last three years. | | | | | | | |
| | 2012-13 | | | | | Amount To be entered (Rs in Crore) | | |
| | 2013-14 | | | | | Amount To be entered (Rs in Crore) | | |

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| | | | | | | | | |
|---|--|-----------------------------------|--------------------------------------|-----------------------------|------------------------------------|------------------------------------|--|--|
| | 2014-15 | | | | | Amount To be entered (Rs in Crore) | | |
| | Average Annual Turn Over from Consultancy Work of last three year | | | 1.00 | 3.3A | Amount To be entered (Rs in Crore) | | |
| 5 | Profit and Loss in Last Three Years | Profit / Loss | No Loss in Any Year | 3.3B | | | | |
| | 2012-13 | | | | Amount To be entered (Rs in Lakhs) | | | |
| | 2013-14 | | | | Amount To be entered (Rs in Lakhs) | | | |
| | 2014-15 | | | | Amount To be entered (Rs in Lakhs) | | | |
| 6 | Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2015 | Total Project Value (Rs in Crore) | Requirement | 3.3C | | | | |
| | | | 100.00 | | Amount To be entered (Rs in Crore) | | | |
| 7 | Latest Bank solvency certificate from a scheduled bank | Rs in Lakhs | 25.00 | 3.3D | Amount To be entered (Rs in Lakhs) | | | |
| 8 | Technical and Managerial Manpower | Type of personnel | Minimum Qualification and Experience | Required Manpower (in Nos.) | 3.0 | | | |
| | | | | | | | | |

| | | | | | | | | | |
|----|---|---|--|---|--|--|--|--|--|
| | | Team Leader | Degree in Civil Engg. +20 Year of exp / P.G in Civil Engg.+15 Year of exp. or retired S.E | 2 | | | | | |
| | | Contract Specialist | Degree in Civil Engg with L.L.B + 5 years experience in contract management | 1 | | | | | |
| | | Sr.Architect | Degree in Architectural Engg + 5 years of exp/P.G. in Architectural Engg | 1 | | | | | |
| | | Structural Engineer | Degree in Civil Engg with P.G.Degree Structural Engg. +5 Year of exp / or retired S.E with experience in structural design in Govt. organization | 2 | | | | | |
| | | Sr.Project Engineer (civil) | Degree in Civil Engg.+10 Year of exp /P.G. in Civil Engg./or retired Ex. Engr. from Govt. Department | 2 | | | | | |
| | | Sr Project Engineer (Electrical) | Degree in Electrical Engg.+ 5 Years of exp / P.G. in Electrical Engg / or retired Asst. Engr. from Govt. Department | 2 | | | | | |
| | | Quality/Quantity Engg. | Degree in Civil + 5 years of Exp /P.G. in Civil Engg. | 2 | | | | | |
| 9 | Litigation History | Information regarding any litigation,current or during the last three years , in which the Bidder is involved.
The parties concerned, and disputed amount .(Attached or not) | | | | | | | |
| 10 | Affidavit | Reagrding statements made in the required attachments are true and correct | | | | | | | |
| 11 | Affidavit/Certificate for not been Debared. | | | | | | | | |

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Check List of Compulsory Documents for Submission of Tender

Evaluation will be done as per the information provided in the document attached with tender.

Bidder may disqualified, if documents are not attached properly.

| Sl. No. | Checklist Items
(Attach Documents in Edit Attachment Folder) | Remarks |
|---------|--|---------|
| 1 | COST OF BOQ & BID SECURITY | |
| 2 | Average Annual Turn Over from Consultancy Work of last three year | |
| 3 | Profit and Loss in Last Three Years | |
| 4 | Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2015 | |
| 5 | Latest Bank solvency certificate from a scheduled bank | |
| 6 | Consultant's relevant experience in implementation and supervision of Construction/Improvements/Building Maintenance/Tolling contracts | |
| 7 | AFFIDAVIT REGARDING STATEMENTS MADE IN THE REQUIRED ATTACHMENTS ARE TRUE AND CORRECT | |
| 8 | LITIGATION HISTORY | |
| 9 | KEY PERSONNEL | |
| 10 | Registration | |
| 11 | Power of Attorney | |
| 12 | Legal Status Of Bidder | |
| 13 | PROGRAMME OF CONSTRUCTION | |

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| | | |
|--|---|--|
| 14 | LABOUR LICENSE | |
| 15 | AFFIDAVIT FOR KEY PERSONNEL | |
| 16 | IT & ST REGISTRATION and CLEARANCE CERTIFICATE | |
| 17 | AFFIDAVIT / CERTIFICATE FOR NOT BEEN DEBARED | |
| 18 | ESTIMATE FOR JUSTIFICATION OF QUOTED RATE | |
| 19 | IF YOU HAVE NOT BEEN DEBARED WRITE "NOT APPLICABLE" IN YOUR LETTER HEAD SCAN AND UPLOAD AGAINST NOC FOR DEBAR | |
| <p>Note:-Attachment should be self attested and should be attached as per above instruction, otherwise it may be rejected.</p> <p>I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.</p> | | |
| <p>Signature & Seal of the Bidder</p> | | |

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GENERAL CONDITION OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms Where ever 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) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof
- (l) "Reimbursable expenses" means all assignment-related costs other than Consultant's Fee.
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 'B' hereto.
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultant.
- (p) "In writing" means communicated in written form with proof of receipt.
- (q) Contract Price means the price to be paid for the performance of the services in accordance with clause 6.1 of GCC.

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1.2 Relationship

Nothing contained herein shall construed as establishing a

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- Between the Parties 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, 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 GOB.
- 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 Lead Partner** Joint Venture not allowed.
- 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 personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law
- 1.11 High Standard of Conduct** The Client requires that the consultant and its personnel maintain a high standard of conduct when carrying out their functions under this contract. Accordingly, the consultant and its personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. The Client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any

individual expert, consultant or contractual staff involved in such incidents pursuant to Clause GC 4.2(b)

2. COMMENCEMENT,

COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness Of Contract

This Contract shall come into force and effect on the date the 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 One month 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 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.

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- (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 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.

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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 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.

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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

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the 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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, 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.

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 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.

(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 shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel 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

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Personnel make public the Recommendations formulated in the course of, or as a result of, the services.

3.4 Liability of the Consultant

- (a) Subject to clause GC 5.2, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or Purchased by the Consultant in whole or in part with funds provided by the client.
- (b) The Consultant Undertakes full responsibility in respect of life, health, and accident for the Personnel and for the dependents of any such Personnel.
- (c) The Consultant shall identify the Client from any against any and all claims liabilities, obligations, losses, damages, penalties, actions, judgment, suit, Proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the client during or in connection in the service by reason of: (i) infringement or alleged infringement by the consultant of any patent or other protected right : or (ii) plagiarism by the consultant.
- (d) The consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the consultant out of funds provided or reimbursed by the client or used by the consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all action, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:
 - (i) That the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to action, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise that said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expenses upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.

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(g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution or Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be taken out by the Consultant.

The Consultant (i) shall take out and maintain at their 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 actions that may be specified in the SC.

3.8 Reporting Obligation

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

4.1 General

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

4.2 Removal and/ Or Replacement of Personnel

(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

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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.

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.

4.3 Project Architect

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

- (a) Provide the consultant and personnel with work permits and such other documents as shall be necessary to enable the consultants or personnel to perform the services.
- (b) Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the client's country.
- (c) Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.
- (e) Exempt the consultant and the personnel for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the consultant and the personnel the privilege, pursuant to the applicable law, of bringing into the client's country reasonable amounts of foreign currency for the purposes of the services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services.

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

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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-D.

6.2 Remuneration and Reimbursable Expenses.

(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

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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.

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[Signature]
Managing Partner

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[Signature]
Chief Engineer

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[Signature]
01/10

SPECIAL CONDITIONS OF CONTRACT
(Supervision Consultant)

1.6
Notices

The authorized Representative and their addresses are

Client: Chief Consultant (Technical), BSEIDC

Consultant:

.....

.....

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

1.7
Location

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

1.10
Taxes and
Duties

Service tax shall be reimbursed at actual on production of proof.

2.2
Performance
Security

Performances security shall be valid up to **24 months**.....

2.3
Commencement
of Services

The effective date for commencement of service is...**one month after agreement**.....

3.4 (e) (i)
3.4(e) (ii)

The number of month shall be Twelve months.

The ceiling on consultants liability shall be limited to full value of consulting Services.

3.5

The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's Country by the Consultant or its Personnel with a minimum coverage of as per statutory requirements of Indian Motor Vehicle Act.;

(b) Third Party liability insurance, with a minimum coverage of INR one million;

(c) Professional liability insurance, with minimum coverage of full value of Consulting Services.

(d) Employer's liability and workers compensation insurance in respect of Personnel of the consultant, in accordance with the relevant provisions of the applicable law, as well as, with respect to the such personnel, and such life, health accident, travel or other insurance as may be appropriate and

(e) insurance against loss of or damage to (i) equipment purchase in whole or in part with funds provided under this Contract, (ii) the consultant's property used in the performance of the services, and (iii) any documents prepared by the consultant in the performance of the services.

3.7(c)

The other actions are:-

Regarding performance of duties in respect of civil work contract, the Supervision Consultant shall seek Prior approval of the employer with regard to the following:

(i) issuing the order to commence the works

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- (ii) issuing/approving variation orders which have financial implications except in an emergency situation as reasonable determined by the supervision consultant
- (iii) issuing/approving variation in quantities exceeding 10% variation for individual item or aggregate variation exceeding 5% of the contract value;
- (iv) issuing/approving/sanction of additional items, sums or costs and variation of rates and prices;
- (vi) approving subletting of any part of the works and
- (vii) stopping and/or termination of the contractor for works.

3.8

Reporting
obligation

A detailed progress report pertaining to the Consultant's scope of work clearly bringing out the progress of work against the scheduled along with any 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

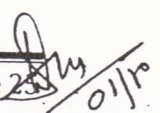
Dispute
Resolution

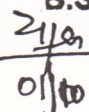
Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration. The sole Arbitrator to be selected by the Managing Director, BSEIDC within 30 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.

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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 the contractor and if it is not rectified by the contractor then shall be informed to the engineer in-charge/ employer with recommendation to take action against the contractor. 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.

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

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

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

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

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

(iii) 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.

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- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (xi) 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 engineer in-charge of the works. Any other digital record as required by the Employer shall be provided by the consultant.
- (xii) Advise Employer on the progress of the work and its conformity with drawings issued for the work.
- (xii) Advise Employer on changes, if necessary for technical reasons.
- (ivx) 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) The consultant would be bound to deploy the personnel (mentioned in para-3) on projects whose CV has been put for evaluation. Replacement of 25% personnel of similar equivalent CVs will be allowed in exception situation with prior approval of the employer. In case replacement is more than 25% upto 35% then 5% of personnel fee will be deducted and if it is more than 35% then 5% of the agreement value will be deducted.
- (xix) 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.
- (xx) For quoting the financial rate an estimate shall be enclosed with bid for justification of quoted rate.
- (xxi) Division wise office set up shall be mandatory.

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(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 employer. 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 18 months or till completion of the building whichever is later.

3. Eligibility Criteria

3.0 The following would be the requirement of technical and managerial manpower, which will be deployed by Supervision Consultant for project management and supervision work. The Supervision Consultant shall give the affidavit that the proposed deployment of the personnel will work for the project.

| S.No. | Type of personnel | Minimum Qualification and Experience | Manpower to be deployed for different size of Projects (58 Institutions) | Man month | Remarks |
|---------------|-----------------------------|--|--|-----------|---------|
| Key Personnel | | | | | |
| 1. | Team Leader | Degree in Civil Engg. +20 Year of exp. / P.G in Civil Engg+15 Year of exp. / or retired S.E | 2 | 42 | |
| 2 | Contract Specialist | Degree in Civil Engg with L.L.B + 5 years experience in contract management | 1 | 21 | |
| 3 | Sr.Architect | Degree in Architectural Engg.+ 5 years of exp/P.G. in Architectural Engg | 1 | 12 | |
| 4 | Structural Engineer | Degree in Civil Engg with P.G.Degree Structural Engg. +5 Year of exp / or retired S.E with experience in structural design in Govt. organization | 2 | 15 | |
| 5 | Sr.Project Engineer (civil) | Degree in Civil Engg.+10 Year of exp /P.G. in Civil Engg./or retired Ex. Engr.from Govt. Department | 2 | 42 | |

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| | | | | | |
|--------------------|--------------------------------------|---|-----|------|--|
| 6 | Sr Project Engineer (Electrical) | Degree in Electrical Engg.+ 5 Years of exp / P.G. in Electrical Engg / or retired Asst. Engr. from Govt. Department | 2 | 12 | |
| 7 | Quality/Quantity Engg. | Degree in Civil + 5 years of Exp /P.G. in Civil Engg. | 2 | 33 | |
| Asst. Key Personal | | | | | |
| 1 | Project Engineer (civil) | Degree in Civil Engg.+5 Year of exp / or retired Ex. Engr. From Govt. Department | 20 | 321 | |
| 2 | Construction Supervisor (civil) | Degree / Diploma in Civil Engg + 5 years of exp | 120 | 1974 | |
| 3 | Construction Supervisor (electrical) | Degree / Diploma in Civil Engg + 5 years of exp | 44 | 681 | |

3.1 The Persons and man month may be modified as per Physical status of Total no of Project.

3.2 Common criteria

The agency must be having experience in similar field for not less than 5 years as on March 2015 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.

3.3 Category- wise criteria

| Consultancy Criteria | Minimum Requirement |
|---|--------------------------------|
| A.Turnover (Average Annual Turn Over from Consultancy Work of last three year i.e., 2012-13, 2013-14 & 2014-15 from Consultancy work) | 1 Crore |
| B.Profit and Loss in last three years ending on 31/3/2014 | Should not be loss in any year |
| C.Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2015 | 100 crore |
| D.Latest Bank solvency certificate from a scheduled bank (to be submitted with bid) | Rs. 25 lac |

3.4 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(Heating, Ventilation and Air-conditioning) works and its associated works.

The agency must be an individual entity (joint venture s are not allowed) having an experience in similar field for not less than 3 years as on March 2015 in Government/PSU. Information about the organization along with names and details of various technical & supporting personal, key personal with their qualification and experience to be furnished along with the RFP in relevant formats indicated subsequently in the document.

3.5 Evaluation Criteria for Technical Proposal

| Sn | Description | Points |
|-----|--|-------------|
| I | Consultant's relevant experience in implementation and supervision of Construction/Improvements/Building Maintenance/Tolling contracts | 200 |
| II | The Approach and methodology proposed including Work Plan | 100 |
| III | Qualification and experience of the Proposed Key Personnel | 700 |
| | Total | 1000 |

I. CONSULTANT'S RELEVANT EXPERIENCE- 200 Points (Maximum)

A. Experience in similar project as clause 3.3C above- (150 points)

Details of Evaluation

| S. No. | CONSULTANT'S RELEVANT EXPERIENCE | Experience / Marks | | | | | |
|--------|--|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | Additional Experience in similar Project | | | | | |
| 1. | Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2015 | Upto 100 crore | (100-200) crore | (200-300) crore | (300-400) crore | (400-500) crore | Above 500 crore |
| | | 75% | 80% | 85% | 90% | 95% | 100% |

B. Experience in similar geographic area- (50 points)

The experience of the consultants in the specific field of Supervision of Building projects of similar nature shall be considered. The minimum requirement for individual applicant shall be that it should have completed at least one Supervision and Quality Control Consultancy job of equivalent work in last 5 years.

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II. APPROACH AND METHODOLOGY (100 Points)

A. Understanding of Objectives (10 points)

- Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

B. Quality of Methodology (50 points)

- Criteria: The degree to which the consultant presented written methodology/approach addresses the requirements of the TOR.

C. Work Program (20 points)

- Criteria: A work program showing graphical presentation of activities (bar chart); an organization chart showing the relationship of the Client, the Consultant and the Civil Works contractor.

D. Personnel Schedule (10 points)

- Criteria: Relationship between required person-months and proposed work program.

E. Counterpart Personnel and Facilities (10 points)

- Criteria: Requirement for counterpart personnel, office space, transportation, equipment and services.

III. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: (700 points)

The weightage for various key staff are:

Details of Evaluation of the Key Personnel:-

| S. No. | Key Personnel | Qualification & Experience / Marks | | | | | | | |
|--------|---------------------|---|--|--------|--------|--------|--------|----------|--------------|
| | | | Additional Experience in similar Project | | | | | | |
| 1. | Team Leader | Degree in Civil Engg. +20 Year of exp. / P.G in Civil Engg+15 Year of exp. / or retired S.E | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 2 | Contract Specialist | Degree in Civil Engg with L.L.B + 5 years experience in contract management | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 3 | Sr.Architect | Degree in Architectural Engg.+ 5 years of exp / P.G. in Architectural Engg. | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 4 | Structural Engineer | Degree in Civil Engg with P.G.Degree in Structural Engg. +5 Year of exp / or retired S.E with experience in structural design in Govt. organization | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 5 | Sr.Project | Degree in Civil Engg.+10 Year of exp / P.G. in Civil | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |

| | | | | | | | | | |
|---|----------------------------------|--|--------|--------|--------|--------|--------|----------|--------------|
| | Engineer (civil) | Engg. / or retired Ex. Engr. from Govt. Department | | | | | | | |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 6 | Sr Project Engineer (Electrical) | Degree in Electrical Engg. + 5 Years of exp / P.G. in Electrical Engg / or retired Asst. Engr. from Govt. Department | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |
| 7 | Quality/Quantity Engg. | Degree in Civil + 5 years of Exp / P.G. in Civil Engg. | 1 year | 2 year | 3 year | 4 year | 5 year | 5-7 year | above 7 year |
| | | 75 | 4 | 8 | 12 | 16 | 20 | 22 | 25 |

Note:- In each category mentioned above minimum 75% and overall 80% marks required for qualifying the Bid.

4. OBLIGATIONS OF THE CONSULTANCY FIRM

- 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.
- 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.
- 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

- Time period envisaged for the project is ranging from 0- 18 months or till completion of Construction works whichever is later. Depending upon the Quantum of balance work as a no. of Projects already in progress and are in various stages.
- 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.
- Employer 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.
- The Employer 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. Employer shall issue the minutes of the meeting to all concerned.

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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 Employer. A Program of various activities shall be provided to The Employer and prior intimation shall be given to The Employer regarding start of the key activities, if required.
- ii) The BSEIDC officers and other Government officers permitted by the Employer 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 Employer. 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 remuneration of the man month but the total payment shall be within the rate quoted by the consultant and 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 Employer by 7th of every month, with details of work done with photo and bill certified by concerned Executive Engineer.

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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 of2016 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 Rashtrabhasha Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-800 004

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

Rounak Construction and Consultancy

Managing Partner

Chief Engineer

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

Appendix-F

RFP : Project Supervision and Quality assurance for Construction of District Institutes of Education and Training (DITE) / Primary Teacher Education College (PTEC) / Block Institute of Teacher Education (BITE) / College of Teacher Education (CTE) / Block Resource Centre (BRC) BUILDINGS in the State of Bihar.

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

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- (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).

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.

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Handwritten signature
Managing Partner

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

LIST OF DITE/BITE/PTEC/CTE/BRC

| SL NO. | District | Name Of School | Name Of Building | BOQ Amount |
|--------|------------|----------------------------|------------------------|------------|
| 1 | Kishanganj | DIET Chaklaghat Kishanganj | Institutional Building | 1,012.1 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 2 | Araria | DIET Forbesganj | Institutional Building | 1,036.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 3 | Gopalganj | DIET Thawe | Institutional Building | 1,002.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 4 | Madhubani | DIET Narar | Institutional Building | 1,021.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 5 | Saran | DIET Soanpur | Institutional Building | 972.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 6 | Samastipur | DIET Pusa | Institutional Building | 1,001.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 7 | Madhepura | DIET Madhepura | Institutional Building | 1,003.3 |

| | | | | |
|----|----------------|--------------------------|------------------------|---------|
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 8 | Siwan | DIET Siwan | Institutional Building | 985.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 9 | Katihar | DIET Tikkapatti | Institutional Building | 1,007.1 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 10 | E.Champaran | DIET Chhatauni, Motihari | Institutional Building | 1,018.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 11 | Begusarai | DIET Shahpur | Institutional Building | 1,059.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 12 | Darbhanga | DIET Kilaghat | Institutional Building | 1,264.7 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 13 | Khagaria | DIET Ramganj | Institutional Building | 1,074.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 14 | Purniya | DIET Purniya | Institutional Building | 1,100.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 15 | West Champaran | DIET West | Institutional Building | 1,245.6 |

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| | | | | |
|----|-------------|----------------|------------------------|---------|
| | | Champaran | 28 | |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 16 | Sheohar | DIET Sheohar | Institutional Building | 1,223.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 17 | MUZAFFARPUR | PTEC CHANDWARA | Institutional Building | 976.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 18 | MUZAFFARPUR | PTEC PATAHI | Institutional Building | 976.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 19 | VAISALI | PTEC SORHATTHA | Institutional Building | 976.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 20 | BEGUSARAI | PTEC VISHNUPUR | Institutional Building | 956.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 21 | SARAN | PTEC BANGRA | Institutional Building | 974.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 22 | MADHEPURA | PTEC SUKHSAN | Institutional Building | 1,006.9 |

| | | | | |
|----|--------------|-------------------------|------------------------|---------|
| | | MANHARA
MADHEPURA | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 23 | SAMASTIPUR | PTEC RAMPUR
JALALPUR | Institutional Building | 971.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 24 | MADHUBANI | PTEC
GHOGHARDIHA | Institutional Building | 1,017.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 25 | MUZAFFARPUR | PTEC
POKHRAIRA | Institutional Building | 1,061.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 26 | SIWAN | PTEC SIWAN | Institutional Building | 1,056.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 27 | SAMASTIPUR | PTEC SHAHPUR
PATORI | Institutional Building | 1,069.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 28 | E. Champaran | BITE Dariyapur | Institutional Building | 1,094.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 39 | W. Champaran | BITE Balmikinagar | Institutional Building | 1,113.1 |

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| | | | | |
|----|-------------|-------------------------|------------------------|---------|
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 30 | Katihar | BITE Musapur
katihar | Institutional Building | 1,062.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 31 | Darbhanga | BITE Madhopatti | Institutional Building | 1,088.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 32 | MUZAFFARPUR | CTE TURKI | Institutional Building | 1,124.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 33 | SAMASTIPUR | CTE
SAMASTIPUR | Institutional Building | 1,095.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 34 | SAHARSA | CTE SAHARSA | Institutional Building | 1,120.6 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 35 | CHAPRA | CTE CHAPRA | Institutional Building | 1,078.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 36 | Banka | DIET Babu Tola | Institutional Building | |

| | | | | |
|----|------------|--------------------|------------------------|---------|
| | | | Boys Hostel | 972.5 |
| | | | Girl Hostel | |
| 37 | Buxar | DIET Dumraon | Institutional Building | 975.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 38 | Kaimur | DIET Mohaniya | Institutional Building | 968.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 39 | Lakhisarai | DIET Lakhisarai | Institutional Building | 1,144.8 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 40 | Aurangabad | DIET Tarar | Institutional Building | 1,140.7 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 41 | Nalanda | DIET Noorsaray | Institutional Building | 943.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| 42 | Patna | DIET Vikram | Institutional Building | 1,048.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 43 | Nawada | DIET Jawahar Nagar | Institutional Building | 1,028.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 44 | Munger | DIET Purabsarai | Institutional Building | |

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| | | | | |
|----|------------|-----------------|------------------------|---------|
| | | | 30 | |
| | | | Boys Hostel | 1,050.6 |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 45 | Sheikhpura | DIET Sheikhpura | Institutional Building | 1,052.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 46 | Bhojpur | PTEC BIHIYAN | Institutional Building | 948.7 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 47 | PATNA | PTEC MAHENDRU | Institutional Building | 961.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 48 | PATNA | PTEC MASAUHRI | Institutional Building | 954.3 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 49 | ROHTAS | PTEC SASARAM | Institutional Building | 933.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 50 | BHAGALPUR | PTEC PHULWARIA | Institutional Building | 949.4 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |

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Chief Engineer

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| | | | | |
|----|------------|---------------------------------------|------------------------|---------|
| | | | Principal Quarter | |
| 51 | BHAGALPUR | PTEC NAGAPARA | Institutional Building | 955.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 52 | Aurangabad | PTEC SHAHPUR | Institutional Building | 931.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 53 | PATNA | PTEC BARH | Institutional Building | 1,074.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 54 | GAYA | PTEC SHERGHATI | Institutional Building | 1,011.2 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 55 | PATNA | PTEC TRAINING
COLLEGE
GULJARBAG | Institutional Building | 1,045.0 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 56 | MUNGER | PTEC HAWELI
KHARGPUR | Institutional Building | 1,048.9 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 57 | BHAGALPUR | CTE BHAGALPUR | Institutional Building | |

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| | | | | |
|----|-------------|----------|------------------------|---------|
| | | | Boys Hostel | 1,071.9 |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 58 | GAYA | CTE GAYA | Institutional Building | 1,054.5 |
| | | | Boys Hostel | |
| | | | Girl Hostel | |
| | | | Principal Quarter | |
| 59 | Begusarai | 1 | BRC,Begusarai | 75.0 |
| | | 2 | BRC,Matihani, | 75.0 |
| | | 3 | BRC Bhagwanpur | 75.0 |
| | | 4 | BRC Bakhri | 75.0 |
| | | 5 | BRC Mansoorchak, | 75.0 |
| | | 6 | BRC Cheria Bariyarpur, | 75.0 |
| 60 | Khagaria | 1 | BRC Chuatham | 75.0 |
| | | 2 | BRC Gogari | 75.0 |
| | | 3 | BRC Beldour | 75.0 |
| | | 4 | BRC,Parbatta | 75.0 |
| 61 | Vaishali | 1 | BRC,Raghopur | 75.0 |
| | | 2 | BRC Desari | 75.0 |
| | | 3 | BRC Bidupur | 75.0 |
| | | 4 | BRC,Jandaha | 75.0 |
| | | 5 | BRC Mahua | 75.0 |
| | | 6 | BRC Garoul | 75.0 |
| 62 | Muzaffarpur | 1 | BRC,Motipur | 75.0 |
| | | 2 | BRC Gaighat | 75.0 |
| | | 3 | BRC,Aurai | 75.0 |
| | | 4 | BRC,Bandra | 75.0 |
| | | 5 | BRC,Minapur | 75.0 |
| | | 6 | BRC,Bhagwanpur | 75.0 |

| | | | | |
|----|------------|---|-----------------------|------|
| 63 | Sitamarhi | 1 | BRC, Rega | 75.0 |
| | | 2 | BRC, Merajgang | 75.0 |
| | | 3 | BRC, Pupri | 75.0 |
| | | 4 | BRC, Barthnaha | 75.0 |
| | | 5 | BRC, Runisaidpur | 75.0 |
| | | 6 | BRC, Suppi | 75.0 |
| 64 | Saran | 1 | BRC Ekma | 75.0 |
| | | 2 | BRC Baniyapur | 75.0 |
| | | 3 | BRC Masrak | 75.0 |
| | | 4 | BRC Marhowrah | 75.0 |
| | | 5 | BRC Amnour | 75.0 |
| | | 6 | BRC, Dariyapur | 75.0 |
| | | 7 | BRC, Garkha | 75.0 |
| 65 | Darbhanga | 1 | BRC, Manigachhi | 75.0 |
| | | 2 | BRC, Keoti | 75.0 |
| | | 3 | BRC, kusheshwar sthan | 75.0 |
| | | 4 | BRC, Ghanshyampur | 75.0 |
| | | 5 | BRC, Kiratpur | 75.0 |
| | | 6 | BRC, Baheri | 75.0 |
| | | 7 | BRC, Hanumannagar | 75.0 |
| 66 | Madhubani | 1 | BRC, Lakhnaur | 75.0 |
| | | 2 | BRC, Jhanjharpur | 75.0 |
| | | 3 | BRC, Phulparas | 75.0 |
| | | 4 | BRC, Khutauna | 75.0 |
| | | 5 | BRC, Khajouli | 75.0 |
| | | 6 | BRC, Bisfi | 75.0 |
| | | 7 | BRC, Rahika | 75.0 |
| | | 8 | BRC, Harlakhi | 75.0 |
| | | 9 | BRC, Babubarhi | 75.0 |
| 67 | Samastipur | 1 | BRC Rosada | 75.0 |

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| | | | | |
|----|-------------|----|-------------------|------|
| | | 2 | BRC Samastipur | 75.0 |
| | | 3 | BRC, Khanpur | 75.0 |
| | | 4 | BRC, Hasanpur | 75.0 |
| | | 5 | BRC, Mohanpur | 75.0 |
| | | 6 | BRC, Patori | 75.0 |
| | | 7 | BRC, Shivajinagar | 75.0 |
| 68 | E.Champaran | 1 | BRC,Sangrampur | 75.0 |
| | | 2 | BRC,Kalyanpur | 75.0 |
| | | 3 | BRC Chakia | 75.0 |
| | | 4 | BRC Sugauli | 75.0 |
| | | 5 | BRC Madhuban | 75.0 |
| | | 6 | BRC Patahi | 75.0 |
| | | 7 | BRC Raxaul | 75.0 |
| | | 8 | BRC Adapur | 75.0 |
| | | 9 | BRC Bankatwa | 75.0 |
| | | 10 | BRC Dhaka | 75.0 |
| 69 | W.Champaran | 1 | BRC bairia | 75.0 |
| | | 2 | BRC Narkatiaganj | 75.0 |
| | | 3 | BRC Sikta | 75.0 |
| | | 4 | BRC Bhithan | 75.0 |
| | | 5 | BRC Lauriya | 75.0 |
| | | 6 | BRC,Pprasi | 75.0 |
| | | 7 | BRC,Majhauria | 75.0 |
| 70 | Siwan | 1 | BRC Darauli, | 75.0 |
| | | 2 | BRC Hussainganj | 75.0 |
| | | 3 | BRC Mairwa | 75.0 |
| | | 4 | BRC Basantpur | 75.0 |
| | | 5 | BRC Maharajganj | 75.0 |
| | | 6 | BRC,Bhagwanpur | 75.0 |
| | | 7 | BRC,Hasanpur | 75.0 |

| | | | | |
|----|------------|---|-------------------|------|
| 71 | Gopalganj | 1 | BRC Uchkagaon | 75.0 |
| | | 2 | BRC Sidhwalia | 75.0 |
| | | 3 | BRC Bhorey | 75.0 |
| | | 4 | BRC, Bijaipur | 75.0 |
| | | 5 | BRC Pachdeuri | 75.0 |
| | | 6 | BRC Kuchaikot | 75.0 |
| 72 | Katihar | 1 | BRC, Mansahi | 75.0 |
| | | 2 | BRC, Manihar | 75.0 |
| | | 3 | BRC, Pranpur | 75.0 |
| | | 4 | BRC, Kadwa | 75.0 |
| | | 5 | BRC, Barsoi | 75.0 |
| | | 6 | BRC, Azamnagar | 75.0 |
| 73 | Araria | 1 | BRC, Narpatganj | 75.0 |
| | | 2 | BRC, Araria | 75.0 |
| | | 3 | BRC, Jokihat | 75.0 |
| | | 4 | BRC, Bhargama | 75.0 |
| | | 5 | BRC, Kursakata | 75.0 |
| 74 | Purnea | 1 | BRC, Purnea East, | 75.0 |
| | | 2 | BRC, Baisi | 75.0 |
| | | 3 | BRC, Amour | 75.0 |
| | | 4 | BRC, Dhamdaha | 75.0 |
| | | 5 | BRC, Banmankhi | 75.0 |
| 75 | Kishanganj | 1 | BRC, Tarhagach | 75.0 |
| | | 2 | BRC, Thakurganj | 75.0 |
| | | 3 | BRC, Pothia | 75.0 |
| 76 | Madhepura | 1 | BRC Puraini | 75.0 |
| | | 2 | BRC Gwalpada | 75.0 |
| | | 3 | BRC Kumarkhand | 75.0 |
| | | 4 | BRC Gailarh | 75.0 |
| 77 | Saharsa | 1 | BRC Saurbazar | 75.0 |

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| | | | | |
|----|------------|---|---|------|
| | | 2 | BRC, Navhatta | 75.0 |
| | | 3 | BRC Mahensi | 75.0 |
| | | 4 | BRC Sonbarsa | 75.0 |
| | | 5 | BRC Simri
Bakhtiyarpur | 75.0 |
| | | 1 | BRC Supaul | 75.0 |
| 78 | Supaul | 2 | BRC Pipra | 75.0 |
| | | 3 | BRC Pratapganj | 75.0 |
| | | 4 | BRC Nirmali | 75.0 |
| | | 5 | BRC Raghopur | 75.0 |
| | | 1 | BRC, Chewada | 75.0 |
| 79 | Shekhpura | 1 | BRC, Barhiya | 75.0 |
| | Lakhisarai | 2 | BRC Alinagar,
Suryagarha, Lakhisarai | 75.0 |
| 80 | Nawada | 1 | BRC, Pakribarawan, | 75.0 |
| | | 2 | BRC, Warisaliganj | 75.0 |
| | | 3 | BRC, Akabarpur | 75.0 |
| | | 4 | BRC, Narhat | 75.0 |
| 81 | Nalanda | 1 | BRC, Chandi, Nalanda | 75.0 |
| | | 2 | BRC, Austhawan | 75.0 |
| | | 3 | BRC, Rahui | 75.0 |
| | | 4 | BRC, Ekangarsarai | 75.0 |
| | | 5 | BRC, Silaw | 75.0 |
| | | 6 | BRC, Katrisarai | 75.0 |
| | | 7 | BRC, Karaiparsurair | 75.0 |
| 82 | Bhojpur | 1 | BRC, Jagdishpur | 75.0 |
| | | 2 | BRC, Charpokhri | 75.0 |
| | | 3 | BRC Udwantnagar | 75.0 |
| | | 4 | BRC, Garhani | 75.0 |
| | | 5 | BRC Koilwar | 75.0 |

| | | | | |
|----|------------|---|-------------------|------|
| 83 | Patna | 1 | BRC, Fatuhan | 75.0 |
| | | 2 | BRC, Bakhtiyarpur | 75.0 |
| | | 3 | BRC, Naubatpur | 75.0 |
| | | 4 | BRC, Maner | 75.0 |
| 84 | Gaya | 1 | BRC, Atari | 75.0 |
| | | 2 | BRC, Neemchak | 75.0 |
| | | 3 | BRC, Wazirganj | 75.0 |
| | | 4 | BRC, Mohanpur | 75.0 |
| | | 5 | BRC, Imamganj | 75.0 |
| | | 6 | BRC Amas | 75.0 |
| | | 7 | BRC, Koch | 75.0 |
| 85 | Jehanabad | 1 | BRC, Jehanabad | 75.0 |
| | | 2 | BRC, Kako | 75.0 |
| | | 3 | BRC, Ghosi | 75.0 |
| 86 | Arwal | 1 | BRC Arwal | 75.0 |
| | | 2 | BRC Karpi | 75.0 |
| 87 | Aurangabad | 1 | BRC, Obra | 75.0 |
| | | 2 | BRC, Dev | 75.0 |
| | | 3 | BRC Madanpur | 75.0 |
| | | 4 | BRC Kutumba | 75.0 |
| 88 | Kaimur | 1 | BRC, Ramgarh | 75.0 |
| | | 2 | BRC Chainpur | 75.0 |
| | | 3 | BRC Bhagwanpur | 75.0 |
| 89 | Buxar | 1 | BRC Chakki | 75.0 |
| | | 2 | BRC Buxar | 75.0 |
| | | 3 | BRC, Chausa | 75.0 |
| 90 | Rohtas | 1 | BRC Dinara | 75.0 |
| | | 2 | BRC Karahgar | 75.0 |
| | | 3 | BRC Kochas | 75.0 |
| | | 4 | BRC Tilauthu | 75.0 |

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| | | | | |
|----|-----------|---|-----------------------|------|
| | | 5 | BRC Karakat | 75.0 |
| | | 6 | BRC Dawat | 75.0 |
| 91 | Banka | 1 | BRC Katoria | 75.0 |
| | | 2 | BRC Rajaun | 75.0 |
| | | 3 | BRC, Barhat | 75.0 |
| | | 4 | BRC Belhar | 75.0 |
| | | 1 | BRC Jamui | 75.0 |
| 92 | Jamui | 2 | BRC Barhat | 75.0 |
| | | 3 | BRC Chakai | 75.0 |
| | | 4 | BRC Gidhour | 75.0 |
| | | 5 | BRC Sikandra | 75.0 |
| | | 1 | BRC Asharganj, Munger | 75.0 |
| 93 | Munger | | | |
| 94 | Bhagalpur | 1 | BRC Naugachhia | 75.0 |
| | | 2 | BRC Pirpanti | 75.0 |
| | | 3 | BRC Shahkund | 75.0 |

Chief Engineer
S.E.D.C. Ltd. (India)

General Manager
S.E.D.C. Ltd. (India)

TEAM COMPOSITION

| S.N
O. | NAME | POSITION
ASSIGNED | AREA OF EXPERTISE | TASK
ASSIGN-
ED | EDUCAT-
ION | EXPERI-
ENCE In
(In Years) | CV,
AUTHORIZED
SIGNATORY &
SC AFFIDAVIT |
|-----------|-----------------------------|------------------------|---|-----------------------|-------------------|----------------------------------|--|
| 1 | SURESH P.B | Team Leader | Project Management Construction management and contract management client relationship management Co. And nation MIS/Reports. Training & Development of Construction Supervision (where required) | As per TOR | B. Tech-
Civil | 27 | Attached |
| 2 | GP
SRINIVASA
RAO | Team leader | Project Management Construction management and contract management client relationship management Co. And nation MIS/Reports. Training & Development of Construction Supervision (where required) | As per TOR | B. Tech-
Civil | 27 | Attached |
| 3 | KISHAN
KUMAR
SOLANXI | Contract
Specialist | Contract and Risk Management Claim administration Dispute Resolution through coordination and Arbitration (Both Indian and International) and risk management, Dispute Resolution mechanism due Diligence To check critical contract clauses like limitation of liabilities Indemnity etc Audit Compliance. | As per TOR | B. Tech-
LLB | 31 | Attached |
| 4 | MRIDULA
SINGH | Sr. Architect | Developing Structure understanding & relation and coordination of design services and specification | As per TOR | B Arch | 15 | Attached |
| 5 | JOSE
NALLAPU | Structural
Engg. | Have Bound understanding of limits element analysis and that be Proficient in STAAD pro, ETABS, SAFE and other analysis software | As per TOR | M Tech-
Civil | 10 | Attached |
| 6 | ABHISHEK
KUMAR
DEEPAK | Structural
Engg. | Have Bound understanding of limits element analysis and that be Proficient in STAAD pro, ETABS, SAFE and other analysis software | As per TOR | M Tech-
Civil | 6 | Attached |

Rounak Construction and Consultancy

Managing Partner

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

| TEAM COMPOSITION | | | | | | |
|------------------|--------------------------|-------------------------|---|---------------|--------------------|-----------------------|
| S.NO | NAME | POSITION ASSIGNED | AREA OF EXPERTISE | TASK ASSIGNED | EDUCATION | EXPERIENCE (In Years) |
| 7 | PRASHANT BHATTARCI HARYA | Sr. Project Engg.-Civil | Billing of Contractor Site Administration quality & safety assurance material & resource planning manpower management overseeing the entire gamut of Drill project works supervision of on site construction activities every week | As per TOR | B. Tech-Civil | 18 |
| 8 | RAGUBATH I RAJAS | Sr. Project Engg.-Civil | Billing of Contractor Site Administration quality & safety assurance material & resource planning manpower management overseeing the entire gamut of Drill project works supervision of on site construction activities every week | As per TOR | B. Tech-Civil | 17 |
| 9 | AMIT KUMAR AGNIHOTRI | Sr. Engg. Electrical | Billing of Contractor (To check for electrical fixture and fittings) Side Administration Quality & Safety Assurance material and resources planning manpower management overseeing the entire gamut of civil project work supervision of on site construction activities every week | As per TOR | B. Tech-Electrical | 12 |
| 10 | DILIP KUMAR SATHEJA | Sr. Engg.-Electrical | Billing of Contractor (To check for electrical fixture and fittings) Side Administration Quality & Safety Assurance material and resources planning manpower management overseeing the entire gamut of civil project work supervision of on site construction activities every week | As per TOR | B. Tech-Electrical | 14 |
| 11 | SUSHMA M KHEMOT | Quality Quantity Engg. | Vary the validity of inspection and last equipments that are being used Ensuring the equipment and material received are in accordance with the quantity & quality requirement. To perform all such jobs relevant in this work programme as and when notified by the consultant | As per TOR | B. E-Civil | 12 |
| 12 | SANTOSH KUMAR GUPTA | Quality Quantity Engg. | Ensuring the equipment and material received are in accordance with the quantity & quality requirement. To perform all such jobs relevant in this work programme as and when notified by the consultant | As per TOR | B Tech-Civil | 10 |

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Managing Partner

Chief Engineer

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

PROGRAMME OF CONSTRUCTION

Rounak Construction and Consultancy

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Managing Partner

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

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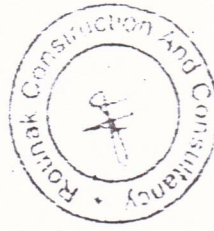
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Project: b4ubuild_sample_2k-03
Date: Mon 5/30/16

Rounak Construction and Consultancy
Managing Partner

$$\frac{24}{910}$$

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



| ID | Task Name | Duration | Start | Finish | 29 '16 | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T |
|----|------------------------------------|----------|--------------|--------------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 33 | Waix Lot w/ Overlay | 25 days | Fri 11/18/16 | Tue 12/22/16 | | | | | | | | | | | | | | | | | |
| 34 | Install Construction Entrance | 20 days | Fri 12/23/16 | Fri 1/27/17 | | | | | | | | | | | | | | | | | |
| 35 | Install Sediment Controls | 22 days | Fri 12/23/16 | Mon 1/23/17 | | | | | | | | | | | | | | | | | |
| 36 | Sediment Control Insp | 32 days | Mon 1/30/17 | Tue 3/14/17 | | | | | | | | | | | | | | | | | |
| 37 | Grading Permit Issued | 15 days | Wed 3/15/17 | Tue 4/4/17 | | | | | | | | | | | | | | | | | |
| 38 | County Permit Process | 16 days | Wed 3/15/17 | Tue 4/4/17 | | | | | | | | | | | | | | | | | |
| 39 | Building Permit Approved | 10 days | Wed 3/15/17 | Wed 4/12/17 | | | | | | | | | | | | | | | | | |
| 40 | Pay Permit Fees and Excise Taxes | 12 days | Wed 4/12/17 | Tue 4/18/17 | | | | | | | | | | | | | | | | | |
| 41 | Building Permit Issued | 5 days | Fri 4/21/17 | Mon 5/8/17 | | | | | | | | | | | | | | | | | |
| 42 | Clear Lot | 70 days | Wed 4/15/17 | Tue 7/11/17 | | | | | | | | | | | | | | | | | |
| 43 | Strip Topsoil & Stockpile | 15 days | Wed 4/15/17 | Tue 4/25/17 | | | | | | | | | | | | | | | | | |
| 44 | Stake Lot for Excavation | 22 days | Wed 4/26/17 | Thu 5/25/17 | | | | | | | | | | | | | | | | | |
| 45 | Rough grade lot | 10 days | Wed 4/26/17 | Tue 5/9/17 | | | | | | | | | | | | | | | | | |
| 46 | Excavate for foundation | 30 days | Wed 5/10/17 | Tue 6/20/17 | | | | | | | | | | | | | | | | | |
| 47 | Foundation | 15 days | Wed 6/21/17 | Tue 7/11/17 | | | | | | | | | | | | | | | | | |
| 48 | Layout footings | 30 days | Mon 5/22/17 | Fri 6/30/17 | | | | | | | | | | | | | | | | | |
| 49 | Dig Footings & Install Reinforcing | 7 days | Wed 7/12/17 | Thu 7/20/17 | | | | | | | | | | | | | | | | | |
| 50 | Footings Inspection | 10 days | Fri 7/21/17 | Thu 8/3/17 | | | | | | | | | | | | | | | | | |
| 51 | Pour footings | 9 days | Fri 8/4/17 | Wed 8/16/17 | | | | | | | | | | | | | | | | | |
| 52 | Pin Footings | 7 days | Thu 8/17/17 | Fri 8/25/17 | | | | | | | | | | | | | | | | | |
| 53 | Stock Block, Mortar, Sand | 8 days | Mon 8/28/17 | Mon 9/4/17 | | | | | | | | | | | | | | | | | |
| 54 | Build Block Foundation | 5 days | Tue 9/5/17 | Mon 9/11/17 | | | | | | | | | | | | | | | | | |
| 55 | Foundation Certification | 16 days | Tue 9/12/17 | Tue 10/3/17 | | | | | | | | | | | | | | | | | |
| 56 | Draw #1 (Location Survey) | 10 days | Wed 10/4/17 | Tue 10/17/17 | | | | | | | | | | | | | | | | | |
| 57 | Fill Block Cores w/ Concrete | 9 days | Wed 10/18/17 | Mon 10/30/17 | | | | | | | | | | | | | | | | | |
| 58 | Steel Delivery | 12 days | Wed 10/18/17 | Thu 10/19/17 | | | | | | | | | | | | | | | | | |
| 59 | Set Lintels, Bolts, Cap Block | 18 days | Fri 10/20/17 | Fri 11/10/17 | | | | | | | | | | | | | | | | | |
| 60 | Lumber Delivery | 24 days | Mon 11/13/17 | Thu 12/14/17 | | | | | | | | | | | | | | | | | |
| 61 | Waterproofing and Drain Tie | 5 days | Fri 10/20/17 | Wed 11/1/17 | | | | | | | | | | | | | | | | | |
| 62 | | 5 days | Thu 11/2/17 | Thu 11/9/17 | | | | | | | | | | | | | | | | | |

| Task | Task | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone | Inactive Milestone |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split | Split |
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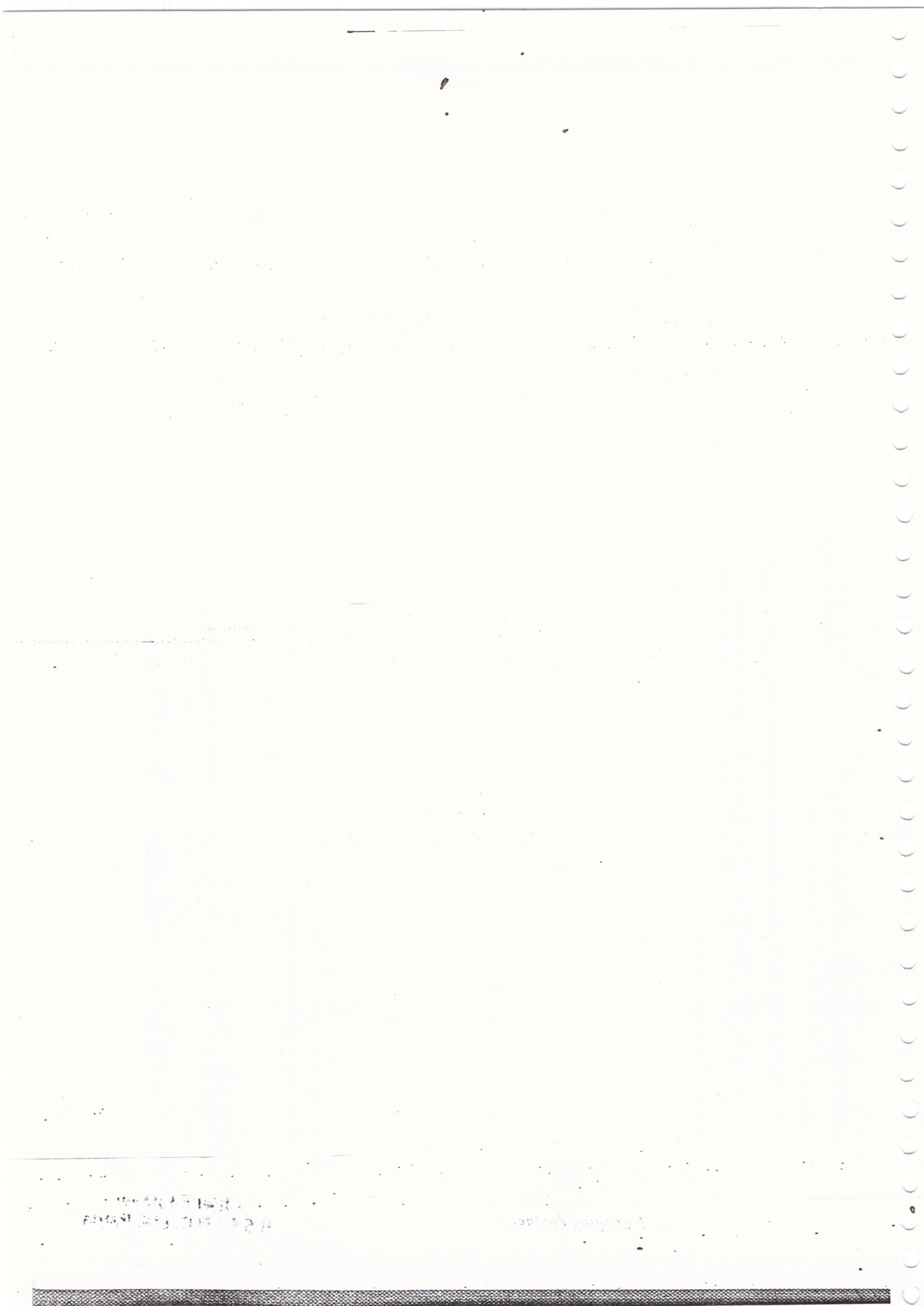
Project: b4ubuild_sample_2k-03
Date: Mon 5/30/16

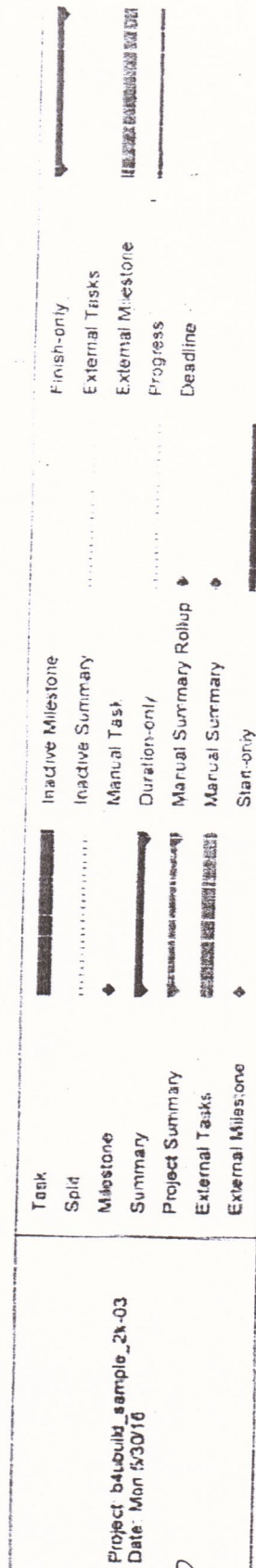
Rounak Construction and Consultancy
Managing Partner

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

Managing Partner

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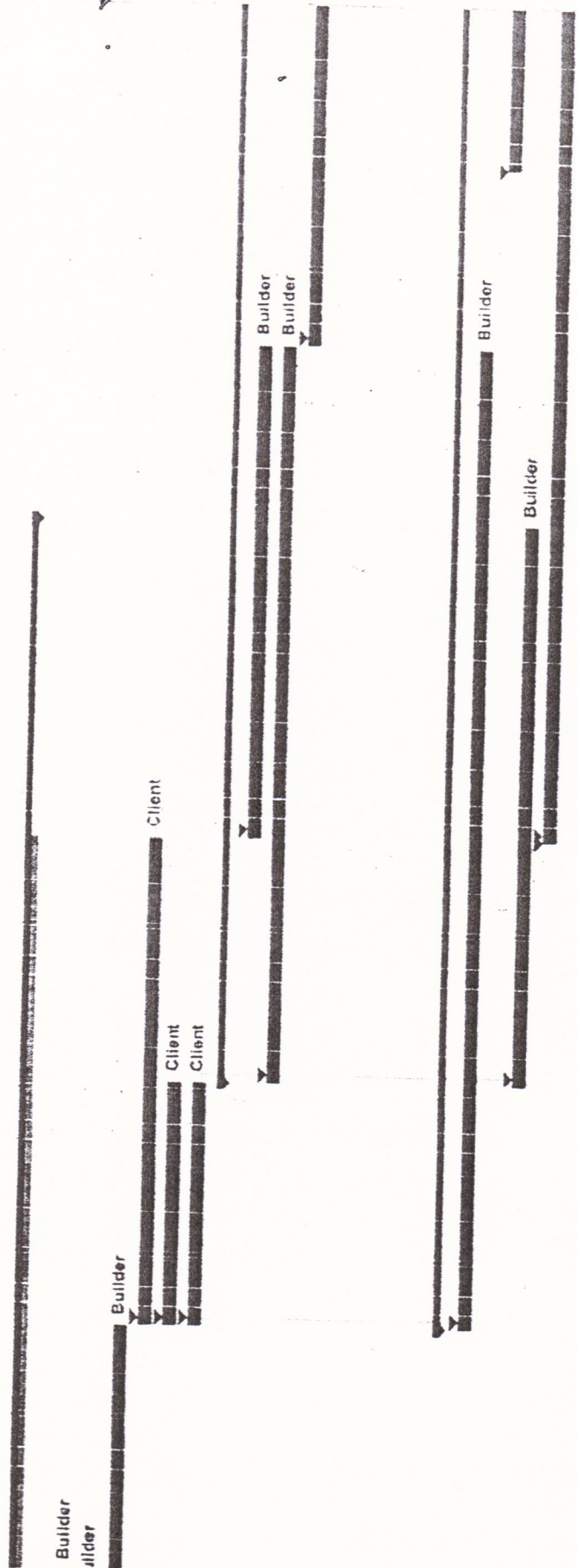
Managing Partner

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

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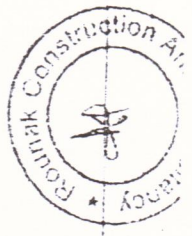
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| Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline |
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| Split | | | | | | | | | | | | |
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Project build_sample_2k-03
 Date: Mon 5/30/16



Rounak Construction and Consultancy

Managing Partner
 01/10/16

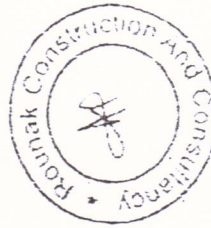
Chief Engineer
 B.S.E.I.D.C. Ltd, Patna

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| Task | Inactive Milestone | Finish-only |
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| Milestone | Manual Task | External Milestone |
| Summary | Duration-only | Progress |
| Project Summary | Manual Summary Rollup | Deadline |
| External Tasks | Manual Summary | |
| External Milestone | Start-only | |

Project bdtubuild_sample_2k-03
 Date Mon 5/30/15

Rounak Construction and Consultancy

[Signature]
 Managing Partner

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

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 01/10

Managing Partner



Rounak Construction and Consultancy

Managing Partner

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

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Sep 18 '15
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Oct 23 '15
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Department of Permits & Licenses

| Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline |
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Date: Mon 5/30/15

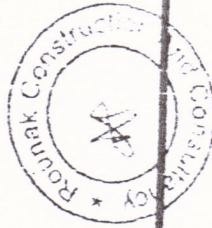
Rounak Construction and Consultancy

Alkhat
Managing Partner 01/10/16

Dr
Chief Engineer
B.S.E.I.D.C. Ltd, Patna 01/10/16

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30, '16
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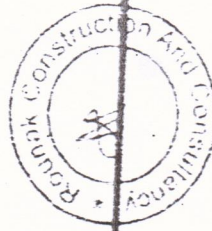
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Rounak Construction and Consultancy

Managing Partner
01/10/16

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

01/10



Jan 29, '17
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| Task | Inactive Milestone | Finish only |
| Split | Inactive Summary | External Tasks |
| Milestone | Manual Task | External Milestone |
| Summary | Duration-only | Progress |
| Project Summary | Manual Summary Rollup | Deadline |
| External Tasks | Manual Summary | |
| External Milestone | Star-only | |

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Date Mon 5/31/18

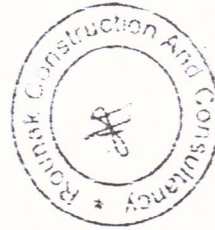
Rounak Construction and Consultancy
Managing Partner

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

Jan 29, 17
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Dec 24, 17
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Dec 31, 17
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Excavation Subcontractor
Subcontractor

Rounak Construction and Consultancy
Managing Partner
01/10/16



| Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline |
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Date Mon 5/30/16 | | | | | | | | | | | | |
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| Project Summary | | | | | | | | | | | | |
| External Tasks | | | | | | | | | | | | |
| External Milestone | | | | | | | | | | | | |

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

24/01/10

Rounak Construction and Consultancy

Managing Partner

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

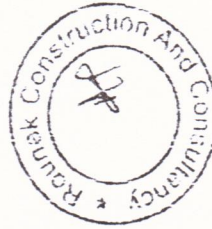
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Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone

Project b4ubuild_sample_2k-03
Date: Mon 05/10/16

Inactive Milestone
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Manual Summary
Start-only

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External Tasks
External Milestone
Progress
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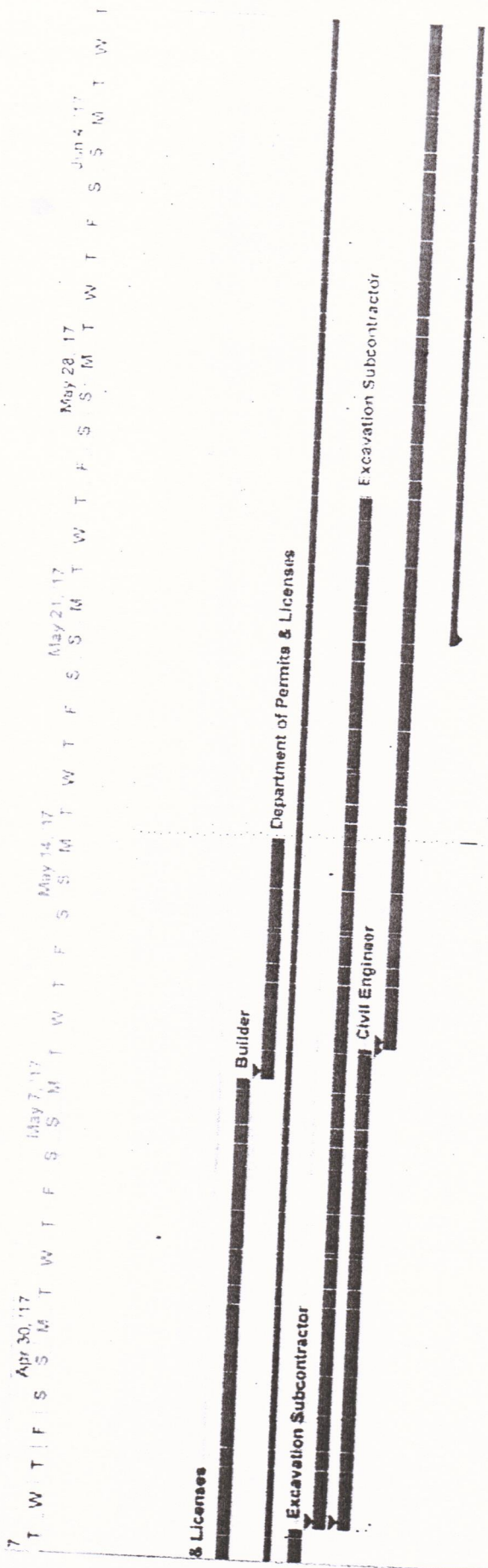
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| Task | Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline |
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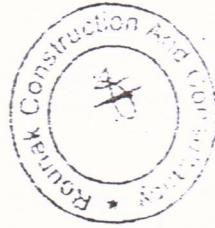
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Civil Engineer

Block Masonry Subcontractor

Lender

Lumber Supplier

Steel Supplier

Waterproofing Subcontractor

| Task | Task |
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| Split | Inactive Milestone |
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DESCRIPTION OF THE TECHNICAL APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Introduction

The Bihar State educational infrastructure development Corporation (BSEIDC) of the Government of Bihar has invited tender for Patna to submit technical and financial proposals for Construction Supervision Services required District institute of education and training (DIET), Primary teacher education college (PTEC), Block institute of teacher education (BITE), College teacher education, Trade Block resource centre (BRC). This chapter presents a description of our Technical Approach and Methodology for performing the assignment. Rounak construction and consultancy will carry out the services for the project. Our association will be herein after referred as "the Consultants" in this proposal. In formulating the technical approach and methodology, the Consultants have given due consideration to the objective of the Project, the condition of the Project buildings, scope of work and all other relevant aspects. In giving final shape to this methodology, the Consultants have also drawn on the extensive experience they have gained from similar projects undertaken during the recent years, particularly from the design and construction supervision services currently being provided already provided for a number of projects in India funded by various financial institutions.

Understanding of the Objectives

The Project comprises of construction of District institute of education and training (DIET)-26 Nos. Primary teacher education college (PTEC)-22 Nos. Block institute of teacher education (BITE)-4 Nos. College teacher education (CTE)-06 Nos. & Block resource centre (BRC)-185 Nos. having a total number of 243 all the five sections.

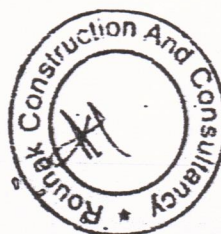
Main Objectives of the Services

The Main objective of the consultancy services is to assist the Bihar State Educational Infrastructure Development Corporation Limited to implement the Project. The objectives of the consulting services are:

- To provide proper management of civil work contracts as PMC (Project management consultant)
- To ensure high standards of quality assurance in the execution of work and completion of work within stipulated time limit;
- To ensure that all project implementation activities carried out by the Contractors are in compliance with the drawings, technical specifications and other stipulations contained in the Contract Documents; and
- To deploy experienced personal who are well-versed with modern methods of construction supervision and contract management to have efficient construction supervision

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Contract Management Framework (CMF)

BSEIDC, Government of Bihar will be the "Employer"/ Executing Agency for the Project. The supervision Consultants will be a part of the CMF and will assist the Employer in all matters pertaining to contract management as required. The Consulting firm will designate one of the full time Team Leaders to act as the 'Supervising Consultant Representative' as may be necessary for day-to-day working. However, the Consultant will be responsible for this purpose; the 'SC' will undertake regular visits to the Project site. This framework will also establish clear lines of control, coordination, advice and assistance between the Employer the SC.

Site Visit and Pre-Proposal Conference

In order to gain first-hand knowledge of the project and to get a proper appreciation of the various issues involved in its implementation, our representative Mr. ShariqueSeraj, during 10th May, 2016 to 25th March, 2016 visited the project buildings leading to a good understanding of the project particularly the present condition of the building, methodology and work plan for carrying out this assignment. A short write up of the present condition of the project buildings, our initial assessment of the local climate, land use and land cover, availability of construction materials, have been summarized in following sections of this chapter.

Project Building

Details of the Project are as follows:

Table 3.1: Building Sections under Bihar BSEIDC SC WORK

| Building Name | Nos. of Building | Time for Completion (Month) |
|---------------|------------------|-----------------------------|
| DITE | As per ToR | As per ToR |
| BITE | As per ToR | As per ToR |
| PTEC | As per ToR | As per ToR |
| CTE | As per ToR | As per ToR |

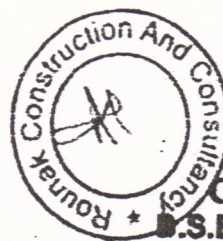
Climate

The Project buildings are located in the area having tropical monsoon climate. There is summer season between April – June, winter season between December – February and monsoon season starts in July which ends in September. The average annual rainfall in the area ranges from 1060 mm – 1096 mm.

Availability of Construction Material

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Pakur Quarry is the main source of stone materials in the project areas. The building is near to the place but other buildings are far away. As such, arrangement of stone material will be required to be managed properly. Other construction materials viz. soil, sand, water etc. are available near to the site.

Agriculture

Agriculture is the basis of Bihar State economy. Almost all the area is suitable for cultivation and its distribution is quite even. Mostly the area is in basin of Ganga and Koshi river.

The most important crops are rice, wheat, corn (Maize), potato and pulses. Mango and Banana are major fruit crops.

Site Facilities

Accommodation for offices, residences and good communication facilities are available at various towns along the project buildings. The main office of the Supervision Consultants can be located at Patna. The other field officers can be established at nearest towns along the route for efficient working. The offices for the Project Engineer can be located depending upon the location suitable for better control in consultation with the Client. Dimensional office set-up details is enclosed in Counterpart facilities under Technical proposal.

Suggestion for Project Implementation

Suitable advance action on the following issues is recommended for successful implementation of the Project:

- Land Acquisition for the project buildings;
- Removal of Encroachments; and
- Cutting of Trees

Appropriate action by the Client on the above issues in timely handing over of the site and completion of the project and may avoid any contractual complications.

Scope of Consulting Services

The Consultants will provide:

- i. Assistance in supervision of the Project implementation especially with regard to
 - Quality assurance;
 - Measurement of quantity; and
 - Certification of invoices of the Contractor.
- ii. Assistance to the BSEIDC in monitoring of the Project implementation including rendering advice to achieve the scheduled implementation in a satisfactory manner;
- iii. Assistance to the BSEIDC in adopting the procedure prescribed in the Contract Agreement;

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The supervision consultancy services will include the following:

- The consultants will act as the 'Engineer' and will be responsible for the supervision of all construction work;
- The 'Engineer' will administer the Construction Contracts for packages, supervise the works and approve the material and workmanship of the works and ensure that the contractual clauses, with respect to both quality of work as, are fully complied and the works are constructed in accordance with the provisions of Constructions Contracts;

The 'Engineer', however, will seek prior approval of the "Employer" for the following aspects:

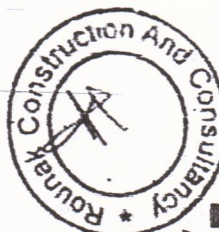
- Issuing the order to commence the works;
- Issuing / approving variation orders which have financial implications, except in an emergency situation as reasonably determined by the Supervision Consultants;
- Issuing / approving variation in quantities exceeding 10 percent variation for individual item or aggregate variation exceeding 5 percent of the contract value; Sanction of additional items, sums or costs and variation of rates and price including fixation of new rates;
- Approval of subletting of any extension of any contractual time limits; and
- Stopping and / or termination of the contract for works.

In addition to or as an expansion of activities and responsibilities required of SC, undertake, but not limited to the following activities:

- Give the order to commence the works;
- Assist / advise the Employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of the Project as per schedule;
- Issue good for construction drawings based on DPR, tender drawings, field survey undertaken by the Contractor / Consultants, keeping in view site conditions;
- Ensure that working drawings as issued to the Contractor are complete, consistent and coherent across the entire Project;
- Approve working drawings which will provide full construction details, i.e. detailed highway geometry, drainage, earthworks and building furniture, etc.
- Modify the existing drawing or to supply a new / supplementary drawing, which is not included in the contract, whenever required and to instruct the Contractor accordingly;
- Prepare / issue modified working drawings required for any Variation Order, or of any other change, agreed to by the Employer;
- Ensure submission of work program / suggest modifications in the Contractor work program material source resource programming.

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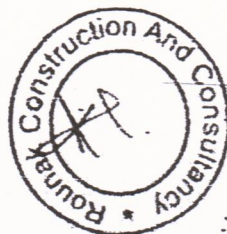
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- Ensure that the construction methods as proposed by the Contractor for carrying out the work are satisfactory, with particular reference to the technical requirements.
- Inspect and certify the mobilization and deployment of required construction machinery of appropriate quality and size as per contract conditions;
- Evolve a system of Quality Assurance of works.
- Setting up of laboratory at site (in form of pre-fab and mobile lab for BRC);
- Inspect and approve all material source proposed by the Contractor;
- Maintain records of all testing work, including cross referencing to items of work to which each test refers and location from which any samples were obtained for testing;
- Review all concrete mix designs proposed by the Contractor and approve / suggest modifications in the mix design, etc. and quality control measures;
- Inspect the performance of the work with regard to workmanship, compliance with the specifications and all necessary testing required for acceptance to any item of work and to order, to supervise or to perform tests on materials and / or work and to approve or disapprove the Contractor's plant and equipment;
- Monitor and appraise the progress of the works, identify causes, of any delay and advise the Employer of suitable corrective actions in a timely manner;
- Carry out the directions of the Employer for improvement of quality control / quality assurance and the completion of the works as per schedules;
- Assist the Employer in proper monitoring of the progress of works and implementation of the Project through computer-aided Project management techniques;
- Direct Contractor to take all necessary steps to maintain the rate of progress of works as per the approved program of the Contractor;
- Assist Employer in coordination work with different agencies and hold regular meetings;
- Liaise and coordinate with relevant authorities to remove all obstacles and encumbrances for the Project site; including utility relocation and tree cutting, as may be required;
- Monitor and check day-to-day quality control and quantity measurement of the works carried out under contract, keep all measurement records as per the directions of the Employer and issue monthly / in term payment certificates when the quality of the works is satisfactory and the quantities are correct, duly recording the measurement in the measurement book before issue of interim certificate; Administer the construction contracts, approve materials, issue approved variation orders;
- Order suspension of works and to authorize extension of the period of completion of works in consultation with BSEIDC;
- Provide assistance to the Employer in respect of contract implementation, claims and other matters;
- Advise and assist the Employer whenever required with respect to arbitration, the appeal of arbitration or litigation relating to the works;
- Provide other additional services relevant to the Project as may be agreed to during negotiations or ordered by the Employer;
- Write day-to-day a comprehensive Project diary;

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- Prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format;
- Undertake Project performance monitoring and evaluation of the Project;
- Interpretation of the technical specifications and other contract documents;
- Ensure timely completion of the Project
- Preparation and timely submission of commencement report monthly progress reports, quarterly progress reports, detailed final report, quality assurance manual, construction supervision manual and maintenance manual in the formats as approved by the Employer;
- Issue orders to the Contractor to remove or make good any work which is not found to be in accordance with the drawings, specifications, etc;
- Inspect all the Contractor's safety measure including labor welfare and environmental aspects;
- Direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency the safety of life or adjoining property;
- Maintain records, working / as- built drawings, test data, details of variations, correspondence and diaries in the formats approved / specified by the Employer;
- Prepare quarterly cash flow Projections for the Employer in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work;
- Maintain records of all plant, labor and materials used in the construction of the works;
- Assist the Employer in providing clarification / explanations to the observations made from time to time by Auditors;
- Update cost estimates, etc. as required;
- Certify completion of part or all of the works;
- At the completion of the contract verify the 'as-built drawings' as true record of the works as constructed;

Duration of Services

The total consultancy services will last for 18 months or till the completion will consist of

- design review of 2 weeks prior to commence of construction
- (ii) the construction supervision and Quality Assurance services period of 18 months or till completion.

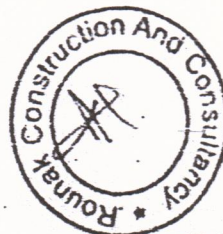
Technical Approach

For successful implementation of the project, the Consultants have given careful consideration and would like to give emphasis on the following aspects:

Integration of Project Team Personnel

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As the proposed project requires the inputs of engineers and specialists in various fields, the Consultants have realized that this demands a well-coordinated and interdisciplinary approach, including regular and close interface and coordination between the Consultants, the contractor and the Client.

Therefore, the Consultants' general will be one of integration whereby all the key personnel are aware of their own and other's responsibilities and authority, the overall objectives of the services, and the benchmarked levels of quality in the provision of the services. To achieve this, the Consultants will organize a workshop at the commencement of the services, with the participation of all concerned. A computer based Project Management Tool, which drives, monitors, reports on and manages the Projects, will also be developed for the construction supervision. Computer software programs will be used for scheduling, resource and cost management, reporting, and for the data exchange requirements of the Project.

Considerations for Timely Completion of the Project

The Consultants will ensure that project activities are completed in time as per the work plan through constant monitoring during all stages within the Contract price. The Consultants, based on the experience obtained in several projects of similar nature performed in India and have identified the following factors which generally cause delays in the implementation of the project after award of Civil Works Contracts:

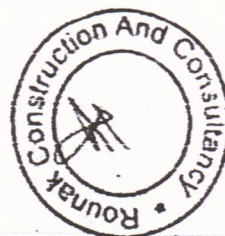
- Handing over of a clear site;
- Cutting of trees and shifting of utilities;
- Land acquisition and resettlements;
- Delays in payment;
- Lack of adequate resources and their timely deployment by contractors; and
- Delays in decisions on contractual matters.

The Consultants will take following measures to avoid above delays:

- Assist the Employer in early action for handing over of site with timely land acquisition and shifting of utilities / services as per requirements;
- Review of mobilization plans and early commencement of the works by the contractor;
- Regular holding of project review meetings in consultation with BSEIDC chief engineer.
- Ensure systematic procedure for sampling, testing and approval of materials;
- Prompt preparation and submission / approval of documents and drawings;
- Regular monitoring of time / work schedule;
- Efficient Procedure for payment certification of the contractors;
- Identification, reporting and treatment of unexpected conditions;
- Timely preparation of Alternatives and Variation Orders; and
- Prompt treatment of claims and resolution of disputes.

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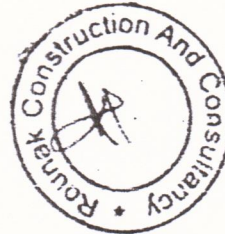
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The strategy of the Consultants would be to establish suitable measure and develop an interactive framework shown in fig. between Employer / Employer's Representative, SC/ SC's Representative, and Contractors to make possible the timely completion of the Project

Interactive Framework of Activities for Timely Completion of the Project



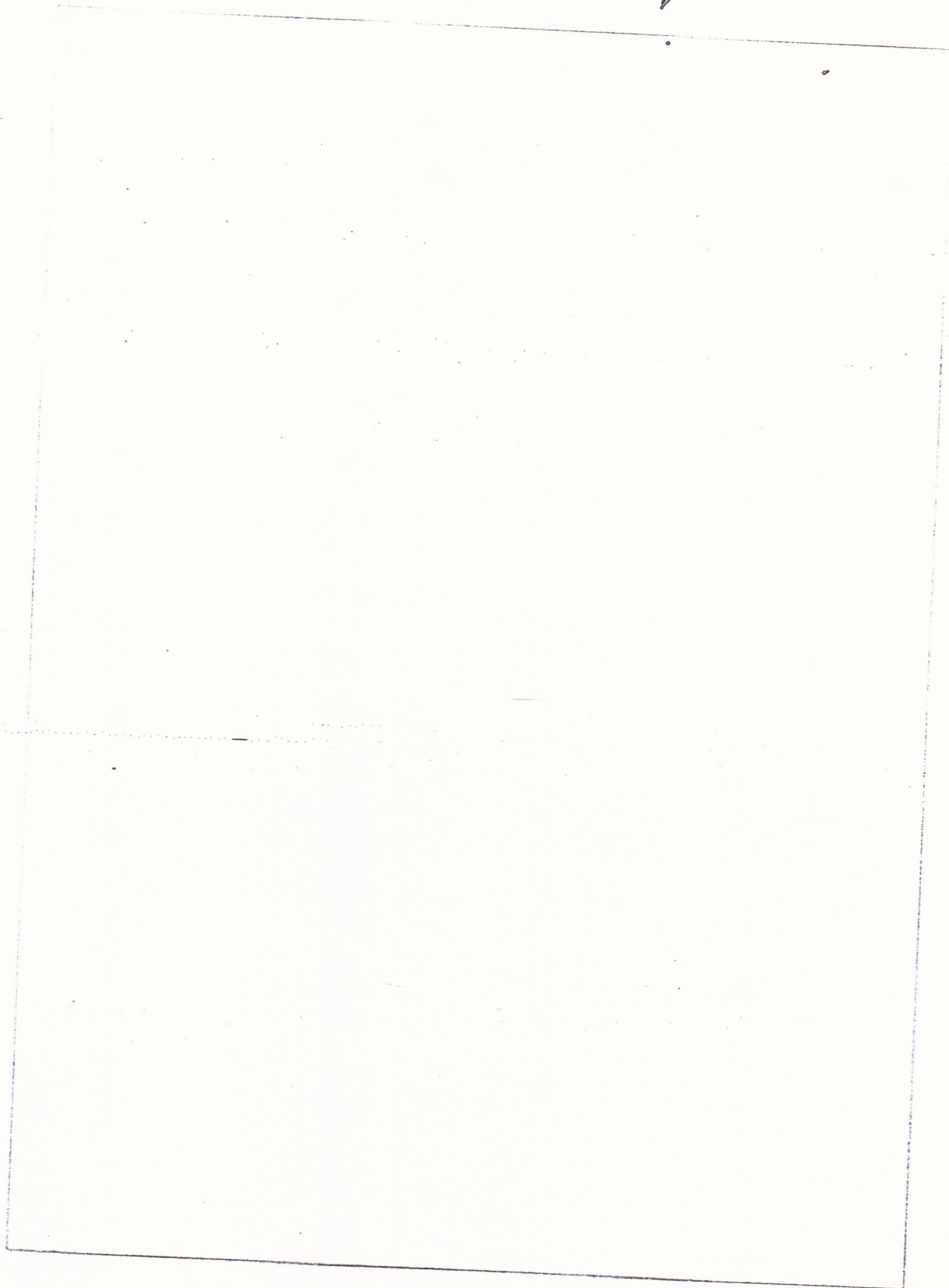
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Quality Assurance in Accordance with ISO 9001:2008

Effective quality management on the project as required will be achieved by the application of relevant procedures that include definition of responsibilities and duties, implementation of project planning and review, appropriate verification of inputs and project work, quality auditing and, where necessary, corrective action etc. These procedures will generate quality records which are ensured by establishment and execution of activities and tasks to QA and QC, based on concepts of ISO 9001:2008, RCC is an ISO certified firm.

Environmental and Social Impacts of the Project

The Consultants fully comprehend their responsibility with respect to environmental protection and Resettlement Action Plan during implementation of the project, and will endeavor to minimize any foreseeable negative impact on the ecology and social setting within the Project Area. Indeed, the Consultants' general approach will be to ensure that the Project is implemented in such a way that it blends harmoniously with the physical, biological, socioeconomic and cultural environment of the project area.

Innovativeness

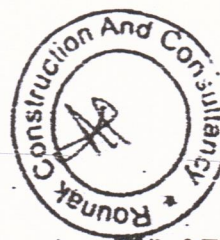
The Consultants intend to apply the latest and innovative approaches that have been proven and have produced positive impacts towards smooth implementation of similar projects. Some of the innovative approaches to be applied for this project would be:

- Sustainable and Systematic Monitoring of Quantities;
- Minimize environmental and social hazards considering the social & environmental dimensions of influence areas of building;
- Effective implementation of Quality Control Program with review of quality Control Program with review of quality assurance plan submitted by contractors;
- Computerized monitoring of major construction materials inventory for procurement schedule of contractor, stock balance vis-à-vis the requirement for planned works for two months in advance and take remedial measure to eliminate delays;
- Sustainable and Systematic Monitoring of Work Program and appraise contractor their drawbacks for taking remedial actions to ensure progress as per schedule;
- Systematic Supervision of Construction and Contract Administration;
- Preparation and Handling of Digital Database for information storing;
- Undertake regular value engineering reviews and continuous Revision and Optimization of the Design for Economical and Timely Project Completion; and
- Transfer of technology to staff of Client and to Contractors through workshops and on the job execution as appropriate.

Technology Transfer

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- In-depth knowledge of physical and financial and management information systems at all times.

General Approach

The Consultants would embark upon the works with the following general approaches:

- Selection / mobilization of project personnel;
- Selection of tested and proven regular briefing to the Client and concerned authorities on the progress / problems; methods and technologies to optimize construction schedule;
- Application of an optimal combination of the methods, tools / technologies based on practicality and usefulness;
- Full use of the national technical standards, guidelines procedures, methodologies including those formulated by the BSEIDC, Bihar;
- Full use of available and applicable reports, standards, data, maps / drawings, specifications, other information for execution and completion of the services in accordance with accepted professional standards and sound engineering and economic practices; and
- Completion of the proposed services within the stipulated time and budget.

Based on our understanding of the objectives and the ToR for the services, an appropriate methodology has been developed by the Consultants. Since the scope of services covers some independent and interdependent activities, it is proposed to follow a **TASK APPROACH** to carry out the entire work comprehensively and accurately to the complete satisfaction of the Client by carrying out the activities corresponding to each of the tasks. The whole foreseen scope of work has thus been organized into different Tasks Groups, which will allow better monitoring, compliance and Quality Assurance (QA) / Quality Control (QC) during the entire duration of Consultancy services. Depending upon the nature of the tasks and their relationships as well as the project completion time including intermediate targets, a suitable Work Plan has also been prepared to ensure satisfactory completion of services.

Methodology Framework

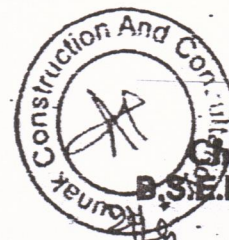
Based on our technical, management, participatory, general, innovativeness and technology transfer approaches presented in sections 3.7 to 3.10, the entire work to be carried out has been grouped into various task groups as under:

- | | |
|-----------------|---|
| Task Group I | : Activities Prior to Commencement of Construction |
| Task Group II | : Construction Supervision and Quality Control |
| Task Group III | : Contract Management and Cost Control |
| Task Group IV | : Monitoring |
| Task Group V: | Documentation (Records) |
| Task Group VI | : Quality Checklist Inspection and Ensure Non Defective Works |
| Task Group VII: | Preparation and Submission of Reports and Documents |

A list of tasks under each Task Group is given in Table

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The Consultants have always, as a matter of policy and through vast experience considered transfer of technology and training of domestic counterparts and associates to be a very important and integral part of consulting services. The Consultants understand that training should achieve both institutional and individual objectives. The institutional objectives would ensure that the staffs associated with the project from the Client, Consultants, and contractor improve their capability to perform effectively.

The methods of transfer of knowledge will be discussed and planned in consultants with the Client and will involve;

- On-the-job training
- Collaboration together at field and at office sharing experience;
- Conducting workshops and talk programs; and
- Regular discussion on various aspects of the project design and supervision.

Detailed description has been provided in Chapter 8 "Training and Technology Transfer".

Supports from Head Office

Taking into account the scope of the project, the time and work schedules for implementation and aimed on the main objectives of the Quality Assurance System, the Consultants will make pertinent arrangement for providing a continuous technical, administrative and management support from their Head Office at Patna, Bihar.

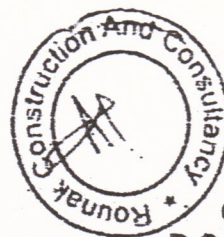
Management Approach

The emphasis of Consultants will be to ensure a proper management of all the issues related to contracts including the necessary assessment for a proper understanding of contractual aspects and conditions, timely compliance of the contractual requirements, adherently to contract specification, etc. Therefore, the Consultants' approach to proactive management services will be based on the following actions:

- Close co-ordination among the key stakeholders of the project (BSEIDC) including contractor;
- Systematic and effective working relation with Contractor;
- Team leader duly empowered to act as SC's Representative for necessary technical, administrative and contractual matters;
- Strict adherence to the work schedule;
- Safety Management at all times;
- Clearly defined roles and responsibilities for each member of the proposed Team with power delegated by the SC;
- Sufficient flexibility to respond to desired changes and directions;
- Systematic procedures for quality control;
- Systematic monitoring of both processes and performance;
- Well equipped field office setup electronically linked with Home office support;
- Computerized communications in the project;
- Adherence to the contract conditions and technical specifications for the project;
- Resolution of disputes and develop anti-claim mentality; and

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TableTasks List

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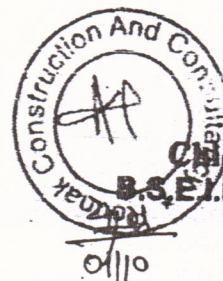
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| Task No. | Description | Reference Para of ToR |
|---|---|-----------------------|
| TASK GROUP VI: SERVICES DURING DEFECTS LIABILITY PERIOD | | |
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Report and Final completion report

705 Submission of Construction Supervision Manual

706 Submission of Quality Assurance Manual

707 Submission of Maintenance Manual

Methodology for Tasks

The following paragraphs bring out the methodology, which is proposed to be used for carrying out the individual tasks during the consultancy services. However, these may require modifications or adjustments, inter alia, for addressing additional issues or conditions encountered during the provision of services. Should such modifications become necessary, these will be suitable reviewed and discussed with BSEIDC and appropriate approval obtained. Several tasks may be started simultaneously and thus their serial numbers do not necessarily reflect any sequential order.

TASK GROUP I: ACTIVITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION

Task 101: Mobilization of Project Team

Normal task

Immediately on receipt of the notice to proceed with the services from the Employer, the Consultants will mobilize the Team to commence the consulting services. He will hold a start-up meeting with the Employer to obtain an update on the Project's overall status. The Team Leader will establish the Consultants' Project Office (Base Office) at Patna in consultation with the Employer, mobilize the other key personnel and initiate activities require to be attended prior to commencement of construction.

The Project Head office at Patna will be the base of operations for all activities as indicated in the Work Program. It will ensure efficient coordination and communication with the Employer. The function of the Consultants' Patna Project office will be to manage and administer the overall Project activities and provided close support, advice and directions to the field staff that will be based at the field offices.

The Consultants will establish B divisional and 58 site office at suitable places to be decided in consultation with the Employer. The Resident Engineers and the other technical staff will be mobilized with the consent of Employer and as per the commencement of civil works contract.

The Team Leader will play the role of nodal agency. The Team Leader will make regular visits to the Project sites and undertake regular coordination meetings with BSEIDC, Contractors and the Employer's representatives.

Task 102 : Study and review Detailed Project Report, Specifications, Drawings and Bill of Quantities of Construction Contracts, etc.

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The Consultants will carefully study the available detailed design report, drawings, technical specification, construction contract and other documents to understand the design philosophy and its implementation. The main objective of the review identify any anomaly or items of variance with the

Prevailing site conditions: The Team Leader along with his team will also undertake a reconnaissance survey to find out any further requirements for possible design modification. The review will be carried out immediately after the commencement of services to identify and inconsistency in the design and the tender documents and will be completed within one month.

The review of drawing and design will be primarily based on the documents available and the reconnaissance survey. The review will, inter alia, comprise the following:

- **Review of Bill of Quantities**

For Building Project, it is a common feature that the site conditions may change in the intervening period between

The detailed engineering design and commencement of construction, while reviewing the BOQ, the Consultants will update the conditions survey; study the contract drawings, and examine the description and specification of the work as itemized in BOQ and submit details of variation on itemized items of BOQ including reasons thereof, and the list of items of works in BOQ for which the quantities are likely to exceed or get reduced, in order to check the accuracy of the bill of quantities, the design drawings, the technical specifications, available quantity calculations and related technical reports will be used and reviewed

This review of the Consultants will make sure that all aspects of the works have been captured; the bill items provided are consistent with the specifications, units are consistent with the method of measurement and that all items are clearly referenced to the Specification and method of measurements.

After approval by the Employer, the Consultants will make any necessary amendments to the design and documents, if required as per Task 104.

Task 103: Preparation of Review Report.

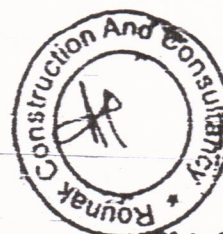
A consolidated review report will be prepared based on review carried out under task 102, to account for each of aspects regarding detailed design and tender documents and submitted to the Employer highlighting any deficiencies found or any areas where modifications will improve the serviceability, maintainability and / or economy of the Project. The review report will be submitted in six copies to the Employer along with suggested changes in provisions.

Task 104: Carry out Required modifications

The proposed modifications will be fully discussed with the Employer. The necessary amendments / modification in designs, drawings, BOQ and other documents will be carried out in consultation with and with due concurrence of BSEIDC Bihar and good for construction drawings with full construction details will be issued as early as possible. It will be ensured that drawings are issued well in time and there is no hold up in construction works.

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Task 105: Preparation of quality Assurance Manual

The consultants will prepare a Quality Assurance Manual for the Project for the Project construction.

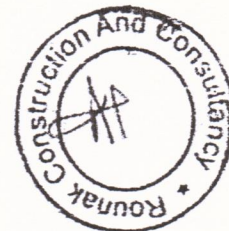
It will detail all quality assurance/ quality control procedures, testing frequencies and acceptance criteria. The Quality Assurance System will cover four essential elements of construction:

(i) Material; (ii) Equipment; (iii) Work methodology; (iv) Work force.

The QA system will, inter-alia, include:

- General quality control procedures;
- Procedure of sampling, testing and approval of Materials;
- Type, procedure and frequency of tests on various materials;
- Procedure of tests/checks, and approval of various kinds of equipment and temporary works;
- Criteria for the engagement of various types of Work force such as inspectors, and skilled, semi-skilled and ordinary labor.
- Procedure for assurance of methodology, workmanship & quality, degree of supervision, number and types of supervision staff (contractor & consultant)
- Acceptance criteria for various items of work;
- Standard forms for approval of materials and items of work;
- Procedures for dealing with substandard works, and their rejection, rectification, etc;
- Procedures for dealing with noncompliance and for updating quality control system skilled and ordinary labor

The Quality Assurance Manual will be prepared by the Team Leader in consultation with the other experts. In general, a two-tier approach will be followed. Any activity carried out by the staff will be test checked by the experts as part of the Quality Assurance System. The Employer will be continuously informed about the results of these checks. The Quality Assurance loop is given in Fig. 3.3 which explains the various elements involved from start to completion of the construction Project.

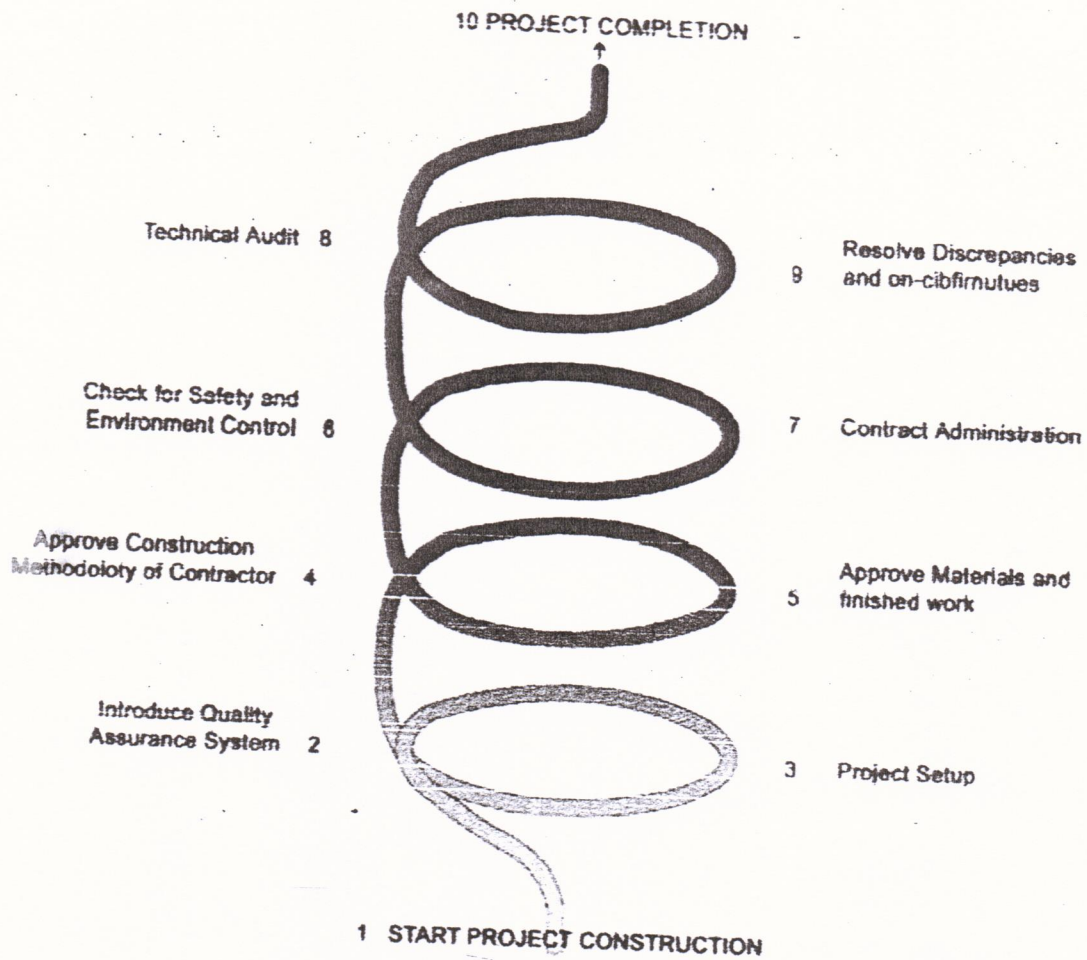


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B.S.E.I.D.C. Ltd, Patna

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Fig. QUALITY ASSURANCE LOOP



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Task 106: Prepare Construction Supervision Manual

The Consultants will review the exiting management procedures and reporting requirements of BSEIDC, Bihar for construction supervision of building Project contracts. Following that, the Consultants will prepare a Manual outlining norms and procedures to be applied for administration, construction, supervision and contract management of the Project. Standard formats and guidelines for construction supervision and reporting procedures will be prepared in consultation with the Employer, Such a manual is not intended to be a contractual document nor will it have any precedence over the specifications.

The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.

A representative list of forms and procedures will include:

- Procedures for quality control;
- Guidelines and forms for soils/material testing.
- Guidelines for evaluating contractor's work schedule.
- Check list of inspection;
- Written interpretation of any of the specification and other contract documents which are not explicitly clear.
- Forms for recording site measurements;
- Forms for processing the payments to be made;
- Forms for construction records relating to labor and material;
- Forms for site instructions;
- Forms for variation (change) orders;
- Formats for the monthly/quarterly progress reports;
- Formats for the weekly/daily reports;
- Format for official correspondence and communications;
- Guidelines for Project record keeping and filling;
- Guidelines and forms for conducting partial handover and final hand-over inspections, etc.

Task 107: Evolve Computer Aided Project Management and Management Information System.

The Team Leader, with help of the team members, will design, install and maintain a Computer Aided Project Management System (CAPMS) and Management Information System (MIS) is enclosed.

The emphasis will be to monitor the key areas of construction schedules, cost and monthly progress, correspondence, contract drawings, working drawings, site instructions, payments and variation orders;

A Suitable Project Account System will be designed for monitoring and evaluating the cost and financial aspects of the Project. This system will be generally consistent with the information needs, record keeping requirements and reporting procedures of both the BSEIDC and WORLD BANK.

The system developed will be logically divided into a data entry system and a reporting system. The data entry system will allow access to the contract information contained in the system's database. This will be used to review information on the contract and edit or update such information. The reporting system will produce reports representing the status of works and other reports required to verify the Contractor's staffing requirements, interim payments, price fluctuation, etc.

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The following base information on the contract will be entered onto the system initially and updated as the work progresses:

- **Contract Data:** This will include general data such as names, locations, dated, advance payments, base fluctuation indices and the constants used in the equations for each fluctuation group in the case of contract price fluctuation.
- **Contractor's Schedule:** This will consist of the cumulative percentage of work completed every months for each group represented in the bill of quantities. This information will be used to measure progress.
- **Line Items:** This data from the Contractor's tender will include contract quantities and prices. The contractor's progress and payments will be calculated using these rates.
- **Monthly Progress:** This will consist of the monthly certified quantity for each line item. All progress and interim payments and fluctuation calculations will be based on these quantities.
- **Fluctuation Indices:** These will be the indices for the interim payments/monthly invoices. They will be used for the fluctuation calculations.
- **Invoice Adjustments:** These will be the adjustments applied to the interim payments, on account, including any retention sums or amounts which might be payable but not included in the bill of quantities. Adjustment could be for day work, materials on site or other billable, deductible or escalation items.
- **Monitoring of Progress:** The Contractor's work schedule will be monitored with the help of the system. A suitable network will be drawn, critical activities identified and progress of works reviewed from time to time. In case any delay is observed on the activities on the critical path, the same will be brought to the notice of the Contractor and the Employer, and suitable measures recommended for ensuring timely and quality execution of the work.

The Consultants will provide overall Project management, coordination, communications, monitoring, information management and reporting and accounting services, etc. as follows:

- Accessing, Interpreting and updating information contained in the Project.
- Accounting and management information systems financial progress.
- Preparation and Processing of the WORLD BANK disbursement requests, and in the Monitoring, Analysis and Reporting of the Project's financial progress.
- Project-related implementation, supervision and financial monitoring transaction and communication with the WORLD BANK.

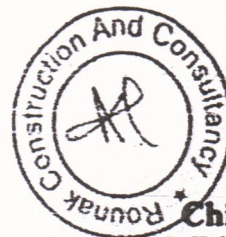
Task 108: Prepare Inception/Commencement Report as per Commencement of Consultant/Contractor

An Inception/Commencement Report will be prepared, containing the following details:

- Outline the Consultants initial findings and confirm the methodology and Master Work program proposed for adoption in the light of initial findings;
- Identify the Constraints and proposed solutions, together with any action required by BSEIDC Bihar to facilitate the successful implementation of services;
- Details of all meetings held with the Employer, SC and the Contractor(s) and decision taken therein;
- The resources mobilized by the consultant and the contractor and;
- The consultant's perception in the management and supervision of the project.

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Task 109: Issue order to commence the works

With the approval of the employer, the consultant will issue orders to the contractors to commence the works.

Task 201: Assist/Advise in Handing over site to contractor

The consultant will assist/advise the employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of the project as per schedule. The consultant will assist the employer in handing over the site as per contractor's work program in terms of the contract. This may be done in sections depending upon the contractor's approved work program. The condition of the existing building will be recorded. After handover, the contractor will be required to maintain the existing building until construction is started on a particular section. The existing condition of the building at the time of handover will be required to be used as the standard of maintenance that the contractor will have to maintain or as specified in the contract documents. The consultant will assist/advise in the following activities so that clear site is available for construction works:

- (a) Identify existence of building, crops or any other encroachments in the right of way and advise for early removal and settlement of compensation etc if not already done.

Task 202: check plan and profile based on survey carried out by contractor

Based on the review of tender drawings and the survey carried out by the contractor, the consultants will check the plan and profile for buildings. Modifications if any will be suggested.

Task 203: Issue "good for construction" drawings to contractor

The consultant will issue modified good for construction drawings to the contractors based on the review of DPR, tender drawings, field survey undertaken and taking into account the actual site conditions and amendments agreed by the employer.

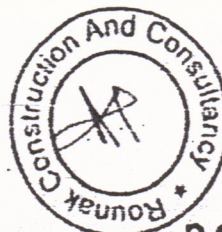
Good for construction drawings will provide full construction details

Task 204: Check and Improve Contractor's work

The consultants will obtain quality assurance system from the contractor including, but not limited to establish testing frequencies and acceptance criteria for all construction activities based on best international practices. This will be carefully checked to ensure that the work methods, materials and equipment etc are as per the prescribed standards. Modifications as necessary will be carried out and the system approved.

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Task 205: Approve the construction Methodology and material schedule of contractor

Materials sources (borrow areas, quarries and water sources etc) as identified during the project preparation for will be regularly checked by the consultants for their correctness and availability of the required quality and quantity of materials. The contractor can also choose alternative sources of materials. The consultants will however check the suitability and availability of required quantities of materials at such alternative sources. All the materials proposed and used by the contractor in the works use will be checked and approved by the consultants by consulting all necessary and advisable detailed inspection, sampling, testing and analysis for compliance with technical specifications at source and in the laboratory. If found suitable, necessary approval will be given to the contractor for the use of materials from such sources. The Consultant will obtain construction methodology for all items of work from the contractor supported with schedules of materials in relationship with construction period.

Task 206: Approve contractor quality assurance system

The consultants will closely monitor and supervise the contractor's survey work to ensure that all works are set out and constructed.

Task 207: Approve materials and source of material.

Materials sources (borrow areas, quarries and water sources etc) as identified during the project preparation for will be regularly checked by the consultants for their correctness and availability of the required quality and quantity of materials.

The consultants will supervise all day to day quality control tests carried out by the contractor in the field/ laboratory. The consultants will also develop a mechanism in consultation with the employer to carry out adequate number of independent tests other than the regular testing done by laboratory personnel to ascertain the reliability/acceptability of the materials and completed work. The sr. project engineer in particular will provide the necessary guidance/assistance to material/quality control engineer and the contractor of each package by prescribing the construction methodologies and quality control tests, specifications etc to ensure construction of a high quality.

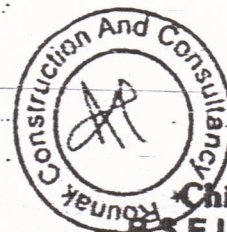
The project engineer along with Quality/Quantity surveyor will visit all the buildings to ensure appropriate quality control, record keeping and reporting in respect of materials and testing.

Task 208: Supervise construction work

The team leader will plan comprehensive construction supervision of all works in progress including earthwork, building, drainage, structures and other miscellaneous works. The roles and responsibilities of the consultants during the construction and post construction period have been reflected in fig. the

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

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team leader and the Sr. project engineer will ensure that the criteria, technical specifications, procedures, approved design and drawings as well as construction schedule. The Sr. project engineer will allocate suitable based on the approved construction methodology approved sources of materials and inspection of temporary works will be carried out. It will be checked and ensured that all necessary steps are arising due to construction operations. Further the quality assurance system given under task 105 will be adopted during supervision to check performance of the work with regard to workmanship compliance with the specifications and all testing required for acceptance of any item of work.

Routinely and as required by the contractor, the consultant will inspect the works both underway and completed for compliance with specifications and for the agreed method of working as a basis for payment. The main aspect of control and verification of quality will follow the stipulations of the quality management plan by adopting a control system. The contractor is expected to produce his proposed working drawings/plans, the associated calculations and method statements in sufficient time ahead of commencements of all activities. Examining the submissions, the consultants will approve or reject the proposal identifying any changes required. The consultants will inspect and check contractors setting out of the works & submittals prior to issuance of approval or rejection otherwise. To this end the before granting a go ahead to proceed with the next activity. All the supervisory staff will be given the checklist for verification for compliance of the contractor's activities before moving to the main construction activity.

Task 209: Supervise quality control measures and laboratory/field testing

All work activities undertaken by the contractor will be closely supervised and the concerned staff will be present during all major construction activities. It will be ensured that the contractor employ only competent skilled personnel to the works.

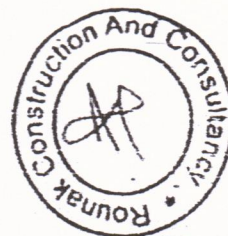
To adopt Quality assurance system and also take use of Site Laboratory and Mobile Laboratory.

Task 210: Approve Job Mix Design for cement concrete works

In order to execute quality works of cement concrete items for sub structure and superstructure of building and of concrete courses for building construction, it would be necessary to evolve suitable job mix design. The project engineer will review all concrete and mix design proposed by the contractor and approve/ suggest modifications in the designs to the contractor to ensure consistency in quality and economical mix design in conformity with the prescribed standards and according approval within 14 days from the date of submission of the mix formula by the contractor. The material/quality control engineer of each package will associate with the job mix design done by the contractor to save on time taken in this activity. Mix designs evolved in the laboratory will be validated by producing trial mixes in the plant and conducting all tests. The design mix will be reviewed periodically to proper quality and workmanship of the work carried out.

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Managing Partner



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

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Task 211: Undertake value engineering reviews

The items of completed works and improper materials which fail to pass the quality control tests or the acceptability standards specified will be got dismantled and removed or rectified as required. The consultants will issue orders to the contractors to remove or make good any work which is found to be:

- Design/drawings of the structure to evolve safe economic changes in designs for better alternatives options;
- Feasible changes in the geometric and realignments to reduce costs without adversely affecting the building safety and performance in the long run including maintenance cost;
- Alternative material options to be exercised and develop economical options for building design and
- Alternative designs for better options in architectural/aesthetic/environmental protection etc

The comparative advantages and disadvantages of each alternative with detailed cost estimate and sufficient information will be presented so that the client can conduct a thorough evaluation within a reasonable amount of time to accord approval without any contractual complications.

TASK Group 3 CONTRACT MANAGEMENT AND COST CONTROL

Task 301: Assist the employer in administration and management of the project, particularly regarding the following:

- Issue the letter of commencement of works to contractor
- Location of contractor's various installation
- Acceptability of variations in contract
- Certification of periodical payments
- Taking over of works on completion
- Finalizing the final bill of contractor
- Refund of contractor's retention money
- Providing clarifications/explanations to observations made by the auditor
- Dealing with claims and disputes
- Other items of work as required

Task 302: provide interpretation of contract documents and technical specifications

The consultants will assist the contractor in the interpretation of various clauses of the contract documents and technical specifications. Any discrepancies found in the data/drawing/designs supplied to the contractor will also be clarified by the consultant any change in the technical specification of any item of work will prior approved by the employer in dealing with completed contractual issues suitable advisory inputs will be provided by the consultants to the employer as may be considered necessary.

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Task 303: Review and approve contractor's work program**Approved Formats**

The consultant will review the contractor's work program with respect to availability of equipment at site or proposed to be indicted during the contract period personnel staging material working hours procurement of construction material, etc. accordingly suggestions for incorporation and for obtaining The approval of the consultants, thereafter. A schedule of payment, based on the quantum of work the contractor would reasonably be able to carry out during each month, will also be used as a basis for monitoring progress throughout purposes the finally agreed program will then be used as a consultant & employer, it will be used as a basis for the milestones for the delivery of data information and right of way in view of this, the important matters of the works programs are: (i) activity schedule to define all the works; (ii) the critical part on the program; (iii) materials approval schedule (iv) equipment and manpower requirement for each activity (v) method statement with all output and working duration; (vi) method statement for materials exploration; (vii) safety planning; (viii) environmental protection measures to be implemented at the time of contraction. A general evaluation of the program will be undertaken as to whether it will allow the contractor to Completion with the resources indicated in his planning taking into account the project constraints. The consultants will approval the program provided that it properly addresses the requirement as intended and to his satisfaction. Once the program is approved, the consultants will continuously monitor contractor's progress against the approved program and the method of working in respect of each and all activities the contractor is expected to carry out the works as per this program without any significant slippage. To ensure this, the progress of works will be continuously reviewed and any shortfall observed will be pointed out to the contractor in a timely mane.

insurance As an efficient way of monitoring the progress the consultants' critical item which could affect the progress of works, will be identified from the approved program and will be closely monitored throughout the contract period with evaluation of changes required for the positive advance of the progress.

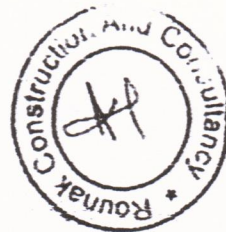
The Sr. Project Engineer and Quantity will regularly review and ensure that the contractor's sureties and insurance which are required to be maintained as per the contract provision are as per advances and completion of work the consultant will also that timely action is taken to extent their validity to cover any time overruns of the project

Task 304: Review contractor's key personnel.

The consultant will review the key personnel or staff deputed at construction site for positions indicated in the contract. Quality of work will be the sole responsibility.

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Task 305: Inspect contractor machinery and laboratory equipment (Not for BRC)

The Consultant will regularly inspect the contractor's plan and machinery to ensure that are as per specification

Task 306: Insure public site and safety

Consultant will ensure the site safety and also check the necessary steps to be followed.

Task 307: Issue of working drawing and additional construction drawing

The consultant will recheck the Design, DPR and Issue good for construction drawing.

The Consultants will:

(i) Prepare modified working drawing required for variation order or any other change as agreed to by the Employer;

(ii) Review / approve contractors proposed drawing / associated calculation for timely action;

(iii) Issue updated drawings as required and modifies the existing drawings or supply additional/ supplementary drawings , which are not included in the contract, wherever necessary and give necessary timely instructions to the contractor for their implementation; and

(iv) Ensure that the approved working drawings are complete, consist and coherent across the entire project.

Task 308: Measurement of Quantity and Certification

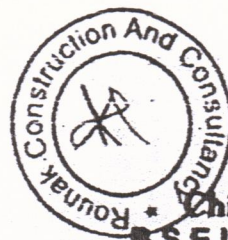
The consultants will establish agreed methods of measurements and certification with employer and the contractor. All measurements and calculations required for payment purposes will be carried out by the consultants at the frequencies specified in the contract documents, when particular work is completed. After its quality is tested and accepted, it will be jointly measured by the contractor and the consultants for payment purposes in accordance with method of measurement and payment in the specifications. For the final measurement, the consultants will inform the employer and the contractor several days in advance so that the employer's representative may like to have a joint check of any measurement. All measurement records including the measurement of books will be kept as per directions of the employer.

Task 309: Updating Cost estimates

The consultants will update cost estimates each year or at quarterly completion (25%, 50%, 75% and 100%) of the project, whichever takes place early. The consultants will regularly review and update the bill of quantities of the works executed and compare with BOQ for variation in execution of balance

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works. The consultants will review the costs based on the variations allowed and work out the projected cost and budget position for information and appropriate action of the employer.

Task 310: evaluate contractor's claim including extension of time

During the tenancy of contract, some issues may crop up for which the contractor's may put up claims for additional payment. Such claims normally can be due to:

- Late handing over of site resulting in idling change of equipment and manpower;
- Delay in conveying the approval of working drawings and new drawings to be furnished to the contractor;
- Delay in approval of stage work in progress;
- Escalation of costs due to new legislative changes made by the government; and
- Works not envisaged under the scope of contract.

In all cases, the consultants will examine in detail the circumstances and the contractor's records, and either reject or recommend appropriate payment for claims after modification as required under terms of contract. The Engineer's detailed analysis of such claims and recommended rulings will be submitted to the employer for approval, where necessary and advise the contractor appropriately. Should rejected claims result in arbitration, the consultants will provide assistance to the employer (Task 319). The need to mobilize the services of experts in any specialized field will also be discussed with the employer.

The contractor is generally eligible for extension in time for completion of works if:

- The delay occurring is due to causes beyond his control;
- Additional works or alteration of works involving any delay; and
- Employer's desire to change the sequence of works in the approved work program involving any delay.

In all such cases, the contractor has to notify the employer within the time period specified in the contract. After studying the case, the consultant will examine the extension of time requested by the contractor and recommended appropriately to the employer for approval, as justified. Wherever necessary, the cost involved in such extension will also be worked out and highlighted. If however, the consultants do not agree with contractor's request, the reasons thereof will be explained to the employer in writing, with recommendations for reduced extension of time, as appropriate.

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Task 311: Prepare Variation order after approval from employer

Variation orders may be required where there is a change in the scope of works such as:

- Omissions in contract documents;
- Increased/reduced quantities beyond the percentage specified in the contract;
- New works envisaged at the time of project preparation;
- Change in design/drawings of any of the components of work;
- Raising or level changes in the profile of carriage ;
- Fixing rates for non-priced works.

The rates provided in the variation orders will first be derived from BOQ, failing which analyzed as per market rates.

The Consultants will assist the employer to negotiate the cost of the change in the works. The form of the variation order will be standardized in consultation with the employer. The consultant will evaluate each contract change that is initiated either by the contractor, the consultants or the employer. The consultants will make recommendation on what action the employer should take in regard to the requested change. After the approval by the employer, the consultants will prepare the required variation order to the contract to effect the change. Variation orders may require additional time and / or cost for execution and these time and / or cost implications will be highlighted by the consultants to the employer to enable reasoned decision in this regard.

Task 312: Certify completion of works and issue taking over certificate

The consultants will inspect the works or any part of the works on substantial completion and promptly advise the contractor for any further action, if necessary.

When the selection / building is substantially completed, the consultants will formally arrange joint inspections with the contractor in the presence of employer's representatives and prepare lists of any outstanding work, including defects to be remedied, to be completed during the defects liability period / defect notification period. The consultants will advise the employer to issue the certificates of substantial completion and taking over certificate to the contractor subject to the condition that the contractor will completion / rectify the following, during the defects liability period, as specified in the contract document;

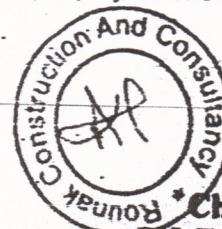
- All outstanding works still to be completed as on the date of substantial completion;
- Defects / deficiencies noticed during the inspection; and
- Subsequent defects that may develop during the defects liability period

Task 313: Provide co-ordination with different agencies

The consultants will assist the employer in providing necessary coordination with different agencies and in holding coordination meetings for proper and timely implementation of the project. The consultants

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will regularly interact with the agencies related to the removal of all obstacles and encumbrances from the project site, including utility relocation and tree cutting, as required.

Task 314: Advise/Assist the employer in arbitration/litigation

The consultants, in the event of adjudication or arbitration, will provide the necessary personnel and expertise to advise and assist the employer in any such process. The consultants will prepare any further analysis of the contractor's submission of claims, as required to assist the employer in the presentation of his case.

Task 315: Assist the employer in clarifying observation of auditor's

The consultants will assist the employer in providing clarifications / explanation to the observations made from time to time by auditors.

Task 316: Arrange for any additional services required by the employer Process interim and final payments to contractor

The consultants will, if required by the employer, provide any of the following services as additional services:

- a) Prepare reports including technical appraisals, additional contract documentation and / or reviewing and commenting on contractor's proposals, as may be required for any additional work required for the successful completion of the project; and
- b) Provision of any other specialist services during negotiations or relevant to the project as may be agreed to, as may required from time to time as ordered by the employer.

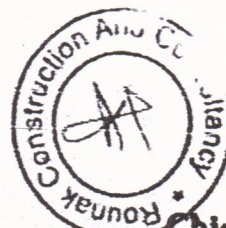
All additional services, other than minor extras which do not materially affect the scope of work, will be authorized by the employer at the rates established in the construction supervision contract or, when services require the use of specialists not listed in the contract, as mutually agreed upon.

The consultants will review and check the contractor's payment applications and verifying the accuracy of the measurements and costing calculations and the sufficiency of the supporting documentations, prepare and issue the Interim/ monthly payments or final payment certificates for processing by the employer within seven days of receiving application from the contractor. The consultants will ensure that.

- Mobilization advance and plant advance are recovered as per the terms of contract;
- Retention money is deducted as per the terms of contract;
- Material advance is adjusted in completed works;
- Escalation on materials and, labour are as per prescribed indices; terms of contract;
- Income tax and other local taxes are recovered;

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- Record that the work has been carried out as per quality control requirements, specifications and standards ; and
- Payments are suitably recorded before issue of interim and final payment certificates.
- Work insurance, bank guarantees etc. are regularly validated

TASK GROUP IV – MONITORING

Task 401: Monitoring of Progress

The consultants will evolve a suitable progress monitoring system with the help of the project management and MIS system mentioned under the task.

Project monitoring will be carried out through the CAPMS, which offers the following facilities:

- Scheduling;
- Tracking of financing;
- Document tracking
- Cost control;
- Invoice tracking; and
- Task management and control
-

Task 402: Hold site meetings with contractor and employer

SC will ensure that the site meeting with contractor and employer is held according to the schedule.

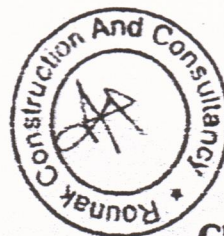
Task 403: Issue Notice to Contractor for slow progress/revision of work program/augmentation of equipment/suspension of work

The consultant will appraise the progress and issue notices to the contractor in respect of the following in construction with the employer, as necessary

- Slow progress ;
- Slippage with reference to the consultant work program
- Issue of revised work program if work program becomes irrelevant because of extremely slow progress;
- Augmentation of equipment for acceleration of progress of work
- Suspension of works (with the employer's approval)

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Task 404: Environmental and re-settlement monitoring (Not for BRC)

The Consultant will review and ensure that the construction methods.

Task 405: Project Risk Management

The likely risks in terms of costs overruns, delays, security, timely and quality implementation of the works for each contract package will be identified and their likely impacts will assessed. The strategy and actions required to avoid mitigate the impact of these risks will be planned and regular monitoring will be done to identify actions outstanding, risk probability and impact.

Task 406: Project performance monitoring and evaluation

SC will solely be responsible for Project performance monitoring and evaluation. Any problems occurring hereof may be forwarded to the consultant.

Task Group V: Documentation (Records)**Task 501: Maintain Accurate records of all measurements and bills**

The consultants will systematically maintain accurate records of measurements (including measurement books issued by the employer) of completed items taken every month and a record of the interim bills paid to the contractor. This may be required for purpose of accounting and in preparation of contractor's final bill as well as to settle any disputes arising at a later date. The up-to-date records of quantities remaining to be incorporated in the works will also be maintained.

Task 502: Maintains Accurate records of quality control tests, rejected/ rectified works

The consultants will certify receipt of and maintain records and a summary log of all warranties, certifications and test results for materials accepted and used in the works. The record of all testing work will include cross referencing to items of work to which test refers and location from which samples was obtained for testing.

The consultants, with the help of CAPMs, will maintain records of laboratory and field tests, details of works rejected and those works which are rectified and payments made.

Task 503: Maintain Records of Contractor's Equipment, Labour and materials

The consultants will maintain detailed records of the tor's previous hours worked and condition, the date commissioned to commence work, its availability and utilization. The contractor will submit the resources of equipment required for carrying out each type of work, sub-base, base-course, asphaltic and cement concrete works, etc. depending upon the output of the equipment and duration of the

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work. The consultants will examine and approve the same equipment availability figures for each category equipment will be established. Proper records of all labour and materials used in the construction work will also be maintained.

Task 504: Maintain work quality by advising contractor on good practice

To maintain work quality, SC and their personnel will time to time assist Contractor Skilled or Unskilled labour in getting the work done according to the specification and contract.

Task 505: Verify Finalize and certify As built drawings for completed works prepared by the contractor

Verify all the works done by the contractor and also to check whether the work done by the contractor is as per the drawings or not. If found indefinite with the drawing. Necessary correction may be done.

Task 506: Maintain Project Daily site diary an detailed records

A detailed 'daily site diary' will be maintained by the Construction Supervisor (CS), recording the progress of the works, daily events pertaining to administration of the contract and any other information that may subsequently assist in resolving queries and disputes that may arise concerning the execution of the works. The diary will have a detailed coverage of the contractor's operations and activities including comments regarding specific problems, equipments, materials and work schedules, etc. which may have affected the progress and cost of works and could result into possible claims by the contractor.

I. Special Reports

The Team Leader will promptly advise the employer in writing regarding any factors that may significantly affect the estimated budgets, schedule of work or quality of work.

ii. Minutes of the meetings

The Team Leader will prepare the minutes of all meetings that take place with the contractor and the employer.

iii. Miscellaneous Activities

Detailed records will also be maintained for:

- All contractual correspondence and data;
- All work stoppages or delays;
- Accidents on site;
- Official visitors to site;
- Weather conditions and their effect on work;
- All activities in progress at any time on site showing the start and end time; and
- Full details of the resources employed per activity.

Task Group VI Quality Checklist Inspection and Ensure Non Defective Works

Task 601: Carry out inspection of works

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

The Consultant will inspect the works at proper interval to inspect the works are going according to Work Program and to check the defects if any may be considered as remedial works if damages or failure are observed.

TASK GROUP (vii) PREPARATION AND SUBMISSION OF REPORTS AND DOCUMENTS

The consultant will prepare and issue the following reports and documents in hand and soft copies in the format and content acceptable to the employer.

Task 701: preparation and submission of inception/ commencement report (consultants/contractor)

The consultants will prepare the inception/commencement report and submit five copies to the employer within 30 days of commencement of services. The details of report have been given in Task 108.

Task 702: Preparation and submission of monthly progress reports

The consultants will prepare monthly progress report and submit to the employer five copies by seven days of the end of each month. The progress report will contain:

- Details of all meetings along with the decisions taken therein
- Mobilization of resources consultants and the contractors
- Physical and financial progress and the projected progress for the forthcoming periods

The report will clearly bring out the delays, if any reasons for such delays and the recommendations for corrective measures.

The report will also include the performance data for contractor's plant and equipment

Task 703: preparation and submission of quarterly progress report

The consultants will prepare quarterly progress report and submit five copies to the employer within 14 days of the end of each quarter.

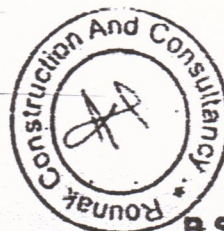
Besides the information given in the monthly progress report, the quarterly progress report will also include:

- Description of project activities illustrated by progress/completion photographs
- Status of any delay and contractual claims
- Details of all latest financial projections.

Task 704: Preparation and Submission of contract Completion Report

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Final Completion Report

The consultants will prepare a comprehensive final report of the construction contract package after completion of the work of each package and submit six (6) copies to the employer after completion of the work

- Summary of the method of construction;
- The construction supervision performed;
- As-built construction drawings;
- Problem encountered and solutions Undertaking thereon; and
- Recommendation for future projects of similar Nature to be undertaken by the employer

The consultant will also submit the self appraisal report within the prescribed time summarizing the following details:

- Details of personnel including substitution made during the assignment;
- Details of variation orders issued;
- Details of extension of time granted to the contractor;
- Details of Quality Assurance System.

The Engineer will then Summarize and consolidate in a single report the details.

Task 705: Submission construction Supervision manual

The construction supervision manual will be prepared as already indicated in task 106 and five (5) copies of the manual will be submitted to the within 30 days after commencement of services alongwith the inception report.

Task 706: Submission of Quality Assurance manual

The quality assurance manual will prepared as already indication in task 105 and seven (7) copies of the manual will be submitted to the employer within 30 days after commencement of services alongwith the inception report.

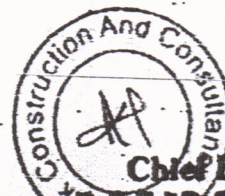
Task 707: Submission of Maintenance manual

The consultants will prepare a maintenance manual detailing routine and periodic maintenance tasks that will be required to maintain the completed project.

Draft copies (number as required) of the manual will be submitted for comments for to the employer 12 months of commencing services the manual will be modified as and when desired by the employer.

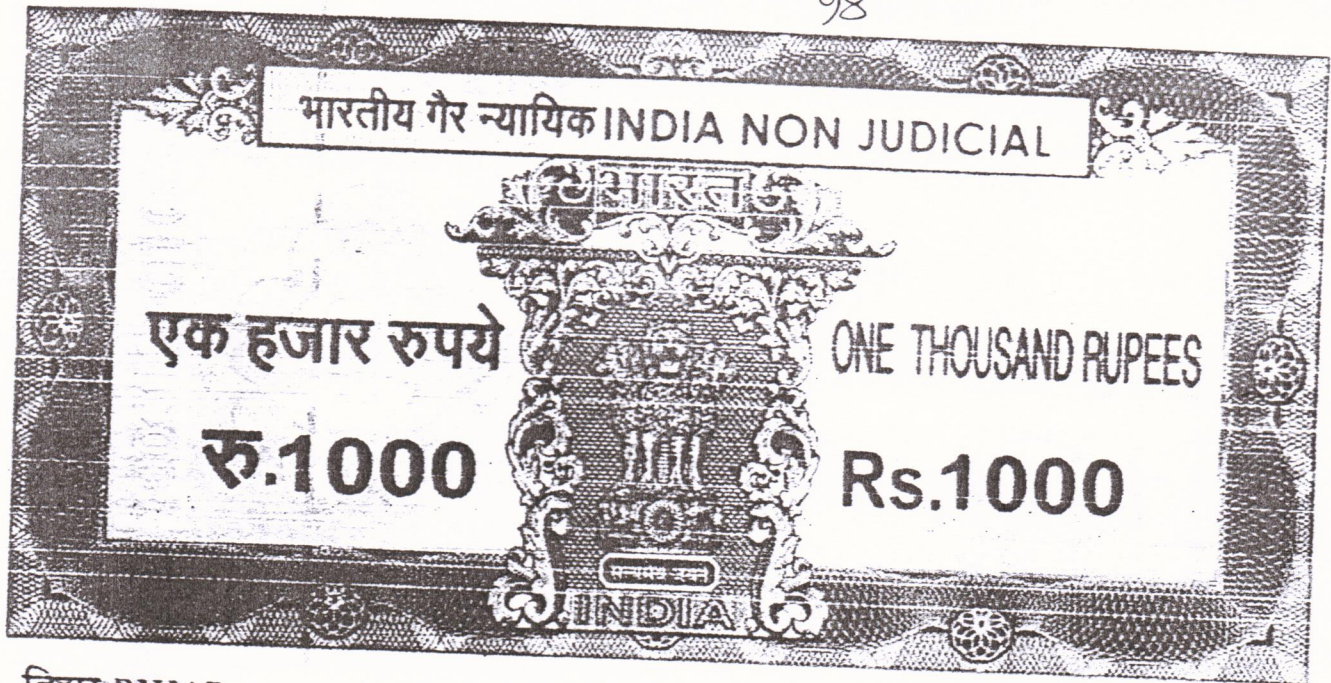
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Managing Partner



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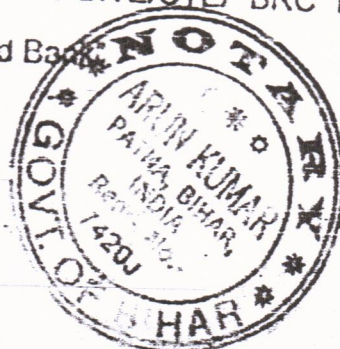
सं. 131C तां. 24-05-16 मुल्य सीट नं. U 930380
 क्रेता का नाम एवं पता

हरबिन्दर पाल सिंह मुद्रांक प्रिंटेड
 तां नं 13/2005 समाहरणालय, पटना

POWER OF ATTORNEY

Know all mean by these presents, we Rounak Construction & Consultancy, c/o Advocate Nawal Kishore, 197, I.A.S. Colony, Kidwaipuri, Patna- 800001, do hereby constitute, appoint and authorize Mr. A.K. Pathak, 197, I.A.S. Colony, Kidwaipuri, Patna- 800001, who is holding the position of Managing Partner as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "PROJECT SUPERVISION AND QUALITY ASSURANCE FOR CONSTRUCTION OF BUILDINGS DIET/PTEC/BITE/CTE/ BRC BUILDINGS in the State of Bihar- World Bank

Rounak Construction and Consultancy
 Managing Partner



Rounak Construction and Consultancy
 Chief Engineer
 B.S.E.I.C. Ltd. Patna

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NOTARY PUBLIC (General)
 I hereby authenticate this deed document
 which is executed in
 the favour of
 Under Rule 10 of the Bihar Notaries
 Rule 1956
 Identified by me
 Date 15/05/2016

ARUN KUMAR
 Notary Public



Rounak Construction and Consultancy

Aravind
 01/10/16
 Managing Partner

[Signature]
 01/10

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

[Signature]
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2.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant (Managing Partner)

INDRA PATHAK
Rounak Construction and Consultancy

[Signature]
Managing Partner

Signature of Attorney

Rounak Construction and Consultancy

[Signature]
Managing Partner

(Name, Title and Address of the Attorney)



Rounak Construction and Consultancy
[Signature]
Managing Partner



Identify the deponent's signature (i.e., who has/have affixed in my presence)

[Signature]
Advocate

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

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Summary of Endorsement

This document was presented for registration on this Friday, the 5th of June 2009 by Ajay Kumar Pathak

A stamp duty of Rs. 250/- and other fees of Rs. 434/- has been paid in it.

The document was found admissible. The registered photographs and fingerprints and signatures of the executants, and their identifier, who have appeared execution before me, are affixed on the reverse page.

The document has been registered as deed no. 1444 in Book No. 4, Volume No. 19 on pages from 573 to 578 and has been preserved in total 8 pages in C.O. No. 3 / Year 2009.

Date: 05/06/2009
Tolan No.: 11529 / 2009

Registered with me
Ajay Kumar
Registering Officer, Patna

11800/09/09/11

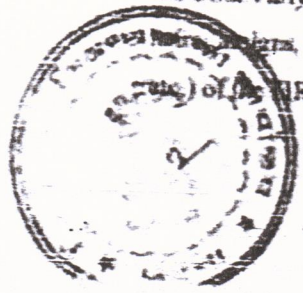
Chaitanya Prasad
dt 07/10/09

DEED OF PARTNERSHIP

The Deed of Partnership made on 5th day of June 2009.

THIS DEED OF PARTNERSHIP MADE
BETWEEN

Sri Ajay Kumar Pathak, S/o Late Raj Narayan Pathak, residing at Shivpuri, Shehari Nagar, Patna herein called the First Party (which expression shall include And mean his heirs, legal representative, successors, administrators, assigns)



AND

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Rounak Construction and Consultancy

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Managing Partner



Executed the Deed of Partnership. Read the contents of Deed and found correct.

Executed the Deed of Partnership. Read the contents of Deed and found correct.

Handwritten signature
AJAY KUMAR PATHAK

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

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Endorsement of Certificate of Admissibility

102

Admission under Rule 3, duty stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I for L.A. No. 14, 4th admissible under Section 10(a) of the B. T. Act.

| Stamp duty paid under Indian Stamp Act | Rs | 350 | Am. paid by M. J. Patil Patil | Rs |
|--|------|------|-------------------------------|------|
| Stamp duty paid under Mysore Act | Rs | | Am. paid through Bank Chaitan | Rs |
| Registration Fee | | | 1.9. Process fee | |
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| 2. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
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| 77. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 78. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 79. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 80. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 81. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 82. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 83. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 84. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 85. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 86. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 87. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 88. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 89. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 90. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 91. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 92. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 93. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 94. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 95. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 96. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 97. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 98. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 99. 1 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100. 1 | 0.00 | 0.00 | 0.00 | 0.00 |

Total amount paid (including fees, L.R. Fee, Service Charge) in Rs

Date: 05/06/2009

Endorsement under section 52

Presented for registration at Registration Office Patna on 05th June 2009 by Ajay Kumar Patil SO-Late Raj Narayan Patil by professional Others Status - Executant

Signature / L.T. of Presentant

Date: 05/06/2009

Registering Officer Patna

Endorsement under section 53

Execution is admitted by those executants and identified by the person (identified by Ramkishan Kumar age 30 son of S/O-Late Sanyas Rai resident of R/O-Mangura, Pz-Patiputra, Patna) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date: 05/06/2009

Registering Officer Patna

Endorsement of Certificate of Registration under section 56

Registered at Registration Office Patna in Book No. 4 Volume No. 13 on page no. 573 - 578 for the year 2009 and stored in CD Volume No. CD-3 year 2009. The document no. is printed on the front Page of the document.

Date: 05/06/2009

Registering Officer Patna

Token No. 11899 Year 2009 SLNo. 11756

SCORE Ver. 2.1

Desd No. 1463 NRC-Bihar

Rounak Construction and Consultancy

Managing Partner



Chief Engineer

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

2/10/09

that the firm shall stand dissolved on giving ninety days prior notice in writing by any partner to other. The date of notice will be the date of service of notice to the other party.

13. That in case of any dispute or difference of opinion between the parties to this memorandum of agreement, regarding its interpretation, execution or any allied matters, the same shall, unless settled amicably between the parties, be referred to the arbitrator(s) appointed by the parties to this agreement for arbitration.

IN TOKEN OF EXECUTION OF THIS MEMORANDUM AGREEMENT entered with free consent to take effect from the parties hereby append their signatures in presence of witnesses on, 5th June, 2009.

WITNESSES:-

1. Vishnu Nath Pandey
Late Sita Ram Pandey
S.M. Puri Bazar Road Patna
5/6/09

[Signature]
5/6/09
(Signature of First Party)

2. रामेश कुमार
महाराजपुरा
महाराजपुरा
5/6/09

[Signature]
5/6/09
(Signature of Second Party)

Typed by:
Arun Kumar
(Arun Kumar)
Collectorate, Patna

Drafted by:- *[Signature]*
5/6/09

[Signature]

Rounak Construction and Consultancy
Managing Partner



[Signature]
01/10
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/10
01/10

That the capital of the partnership shall be Rs 5,00,000 (Rupees five thousand only) to be provided by both the parties in equal proportion. The capital can be increased with mutual consent of parties.

6. That the Bank account in the name of the firm, whether overdrawn or not, will be opened and shall be operated by first partner.

7. That the profit or loss for each year or the part thereof, whilst the firm exists or on dissolution of the firm, shall be shared equally by both the partners.

8. That both the partners shall act as working partners and devote full time and attention to the affairs of the partnership.

9. That the first partner will sign any and all legal/ other documents, for and on behalf of the firm, unless and until required or decided otherwise by the parties hereto.

10. That the accounts of the firm shall closed yearly on 31st march, unless dissolved, when the account will be closed on the dissolution.

11. That the partners may, by mutual consent, induce one or more persons as new partner(s) on such terms and conditions as will be mutually agreed upon.

Rounak Construction and Consultancy

Managing Partner



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

24/6
01/10

Handwritten signature and date 01/10/10.

Handwritten signature.

Mrs. Indira Pathak, D/o Shri Nawal Kishore Jha, 105
residing at Shyampur, Shastri Nagar, Patna herein called the
Second Party (which expression shall include And mean her
heirs, assigns, legal representative, successors, administrators
etc.) OF THE SECOND PARTY

WHEREAS the above two parties have agreed to carry
on business in partnership under the name and style of
"ROUNAK CONSTRUCTION & CONSULTANCY" with
effect from 26th January 2005

AND WHEREAS the parties hereto deem it fit and
expedient to reduce the same in writing in the shape of this
agreement.

NOW this MEMORANDUM OF AGREEMENT
WITNESSETH that the following terms and conditions have
been agreed between the parties with effect from 26th January
2005.

1. That the name of the firm shall be "Rounak
Construction & Consultancy" with it's office at House
of Manoj Kumar Singh, Near Tarang Press, Shyampur,
Shastri Nagar, Patna-800023. This office can be shifted
to another place as the parties may mutually decide
from time to time.
2. That the date of commencement of this partnership is
26th January, 2005.
3. That the objective of the partnership shall be to obtain
orders/tenders of construction and/or consultancy such
as civil, electrical, PHE, mechanical, etc. from any
person, private or governmental organizations and other
concerns and act as per orders/tenders.

Rounak Construction and Consultancy

Managing Partner

Chief Engineer

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

