

**बिहार राज्य आवास बोर्ड**  
**Bihar State Housing Board**  
**(A Govt. of Bihar Undertaking)**



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROJECT MANAGEMENT CONSULTANT**

**For**

**Construction of 1054 flats on 16.5 Acres of land at**

**Dalpatpur,ARA**

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## NOTICE INVITING BID

### Selection of Project Management & QA/QC Consultant for construction monitoring of the Housing project at Ara.

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#### 1.1 General

The Bihar State Housing Board invites proposal for Selection of Project Management & QA/QC Consultant for construction monitoring of the Housing project at Ara. The background information and terms of references can be downloaded from website: [www.bshb.in](http://www.bshb.in)

#### 1.2 Important Information

<b>Bid Security amount</b>	Rs. 4 Lacs
<b>Bid Validity</b>	90 days from the date of submission of the bid.
<b>Bid Processing Fee (Non-refundable)</b>	<b>Rs 5,000 (Rupees Five Thousand only)</b> to be paid through a Demand Draft in favor of Bihar State Housing Board,
<b>Issue of RFP documents</b>	From 30.05.2017 to 15.06.2017 (between 10.00 hrs to 17.00 Hrs) on working days
<b>Last date for submission of queries</b>	19.06.2017
<b>Last date for Issue of addendum</b>	27.06.2017
<b>Last Date &amp; time of Submission of Bids (Bid due date)</b>	03.07.2017 at 15.00 Hrs
<b>Date &amp; time of opening of Bids</b>	03.07.2017 at 15.30 Hrs
<b>Date and Time of signing of Contract Agreement</b>	30 days from issue of LOA
<b>Commencement of work</b>	45 days from the date of issue of LOA or 15 days from signing of contract agreement whichever is earlier.

<b>Completion period of the Work</b>	24 Months
<b>Address for Communication</b>	Executive Engineer Bihar State Housing Board Patna Division-3 Bahadurpur, Road Patna - 26

RFP Document can be obtained from the office of Executive Engineer, CLIENT from the address mentioned above. The document placed at website is only for information. Purchased RFP will only be submitted duly completed.

### **Significant Points**

- 1.3.1** Bidder must not have been blacklisted or penalized by any Central or State Govt. Agency or Judicial authority/ arbitration body.
- 1.3.2** The Bidder shall submit his TECHNICAL PACKAGE in two parts; Part-I shall consist of information/details of the Bidder and Part -II shall be the Technical Bid.
- 1.3.3** RFP document consists of:
- Section-1-** Instruction to Bidders
  - Section-2-** Background information
  - Section-3-** Technical Proposal
  - Section-4-** Financial Proposal
  - Section-5-** General Conditions of Contract
  - Section-6-** Standard Form & Format
- 1.3.4** Bidders may obtain further information/ clarification in respect of this RFP document from the office of the **Executive Engineer Bihar State Housing Board, Patna Div- 03,Bahadurpur, Patna-26**
- 1.3.5** All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.

**1.3.6** Client reserves the right to accept or reject any or all Bids without assigning any reasons, No Bidder shall have any cause of action or claim against the CLIENT for rejection of his Bid.

**-/sd**

**Executive Engineer  
Bihar State Housing Board,  
Patna Div – 03, Bahadurpur, Patna**

**SECTION – 1**

**INSTRUCTIONS TO BIDDERS**



## Section -1

### INSTRUCTIONS TO BIDDERS

**1. Important Points:**

- a. Date and time of opening of Bid will be as given in Notice Inviting Bids (NIB).
- b. Bid Security amount has been mentioned in NIB and is to be submitted with the completed Bid.
- c. Period for which the Bid is to be kept valid, 90 days from the last date for submission of Bid.
- d. Period of completion: - 24 months
- e. The total time period for the assignment will be for 24 months

**2. Eligibility to bid:** This invitation is open to all those Bidders, who have been meet qualification criteria given below:-

- Consultant / Firm should have Experience of completing Project Management and QA/QC Services and of at least One Building Project work of Cost not less than **Rs. 200 Crores or 2 works of Rs. 100 Crores each** ( Price Index to be followed 10% for each year ) in last five financial years commencing from 2012-2013.
- Similar Work means Project Management and QA/QC Services / Construction Supervision for Construction of RCC Building for Govt. / PSU organization Only.
- The consultant should have minimum average annual turnover of INR one Crore Turnover should be for Architectural, Engineering planning & Design and Project Management Consultancy Work.
- The Company should have minimum 5 years experience in the field of Project Management Services (PMC), Architectural & Engineering Consultancy. (Attach documentary proof) from the client not below the ranke of Project Director (Executive Engineer)
- Director/ Partner/Proprietor should be registered with Institutions of Engineers / Council of Architects/ Consulting Engineer Association.
- Should be fully conversant with proceeding of obtaining clearance from Local Authorities (i.e. Fire/ Environment/Municipality/Airport Authority)
- Must have a minimum number of Skilled and Trained Manpower including Engineers, Architects and Technical staff employed as given in clause 2.5.11 (staffing) on page-32 on section.
- No Joint Venture / Consortium/ Association are permitted to participate in the bid.
- The interested eligible consultancy firms may obtain the RFP from **Executive Engineer, Bihar State Housing Board, Patna Div – 03, Bahadurpur, Patna-800026** on any working day within 10:00 hrs and 17:00 hrs. IST by payment of non-refundable Demand Draft amounting to Rs.

5,000/- drawn in favour of “**Bihar State Housing Board, Patna**” payable at any schedule bank in Patna.

3. **Disqualification:** Even if a Bidder meets the criteria laid down, Client may order disqualification of the Bidder if the Bidder has:
  - a. Made misleading or false representations in the forms, statements and attachments submitted or
  - b. The Bidder has been blacklisted or penalised by any central or state government agency or judicial authority /arbitration body before or after the submission of applications at the EO stage or after submission of this RFP
  - c. Submitted more than one Bid for the same site.
4. **Contents of RFP Documents.** RFP Document shall consist of the documents listed in Notice Inviting Bid along with any schedules, addendum or corrigendum etc issued by Client for the purpose.
5. **Clarifications.** Bidders can seek clarifications to the RFP document by writing to at the mailing address indicated in Notice Inviting Bid or by e-mail. Client will respond in writing to any request for clarification which is received prior to the dead line mentioned in Notice Inviting Bid. Bidder's response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on BSHB website. Only written BSHB uploaded response shall be considered as valid. Which will form part of RFP document.
6. **Amendments to the RFP Document.**
  - a. At any time prior to the deadline for the submission of Bids, Client may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
  - b. The said amendment in the form of an addendum/ corrigendum will be uploading on the website of CLIENT ([www.bshb.in](http://www.bshb.in)).
  - c. The bidders are advised to visit websites regularly as all the information will be posted on website.
  - d. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, the Client may, at its discretion, extend the deadline for the submission of Bids.
7. **Bidder's responsibilities:**
  - a. The Bidder is solely responsible for the preparation of Bids and details therein.
  - b. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms etc and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders own risk. Bids which are not responsive to the requirements of RFP will be rejected.

- c. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
  - d. The Bidder shall bear all costs associated with the preparation and submission of his Bid and Client will in no case be responsible or liable for these costs, regardless of outcome of the Bidding process.
- 8. Documents Comprising the Bid :** The technical package, clearly labeled as “TECHNICAL PACKAGE”, has to be submitted in two parts, Part-I shall consist of information conforming responsiveness and other information from Bidders as required under this RFP and Part -II shall consist of the Technical Bid.
- A. Part –I shall comprise the followings:**
- (a) Covering letter for the Bid “Form of Bid (**Form ‘A’**)
  - (b) Checklist for the enclosed documents as per the format attached as **Annexure-1** (Checklist)
  - (c) Demand Draft for Bid Processing Fee
  - (d) Power of Attorney as per “**Form-D**” (in favour of the authorized signatory of the Bidder to submit Bid.
  - (e) **In case of a Group/Company :**
    - i. Power of Attorney in favuor of the lead member as per “Form-E”
    - ii. Memorandum of Understanding
  - (f) Format for Contract Agreement
  - (g) Initialed RFP document as listed in Notice Inviting Bids

**Where applicable, the Bidder should validate the data provided as above using suitable documentary evidence.**

- B. Part –II shall comprise the **Technical Proposal** and will be submitted as given in **Section-3****

**Note:**

- i) List of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of Client shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP and to submit all the details specifically called for (or implied) in those clauses.

- ii) All documents issued for the purposes of Bidding as described in Notice Inviting Bids, and any amendments issued in accordance with this document shall be deemed as incorporated in the Bid.

**C. Part – III shall comprise the Financial Proposal, as per requirement given in Section-4.**

**9. Language of Bid:**

The Bid and all related correspondence and documents relating to the Project shall be written in the English language.

**10. Currency of Bid:**

All the payments for the project shall be made in Indian Rupees only.

**11. Bid Security:**

- A The Earnest Money shall be deposited in the form of demand draft/ pay order/FDR in favour of **“Executive Engineer, Bihar State Housing Board, Patna Div – 03, Bahadurpur, Patna-800026”**, for an amount of Rs. 4 lacs ( Four lakhs only) payable at Patna. The EMD for all the bidders shall be returned after the PMC has been appointed and project Earnest Money in converted in Bid Security.
- b Earnest money as per NIT condition to be the form of Demand Draft of Nationalized/ Scheduled Banks must accompany with each tender and each tender should be submitted in sealed envelope in subscribed manner.
- b The security deposit will be collected by deduction from the running bills of the consultant @5% (Five Percent) of the gross bill value and the earnest money deposited at the time of tenders will be treated as a part of the security deposit.
- d. The Bid Security shall be endorsed/pledged in favour of Client and shall be submitted in a separate envelope super scribed “Bid Security for Project Management Consultancy for “Construction of 1054 flats in Dalpatpur, Ara.
- e Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive by the Client and shall be summarily rejected.
- f. The Bid Security shall be forfeited -
  - i. If a Bidder withdraws his Bid after the last date for submission of Bid. or
  - ii. In the case of the Successful Bidder –
    - a. The Contract is not signed within the time limit as specified.
  - iii. The Bidder tries to influence the Bid process/ employees of Client/members of Evaluation Committee in any manner or breaches standards of ethics.

**12. Bid Validity:**

Bids shall be valid for a period as specified in Notice Inviting Bids. Client reserves the right to reject any Bid, which does not meet this requirement.

**13. Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, Client may request Bidders to extend the Bid Validity Period for a specified additional period, if so required.

**14. Format and Signing of Bid:**

- a. Bid documents (Technical Package Part I and II) shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a Power of Attorney authorizing the person signing the documents as per **“Form-D”**.
- b. Entries to be filled in by the Bidder shall be typed or written in clear manner.
- c. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialled by the person or persons signing the Bid.
- d. Full names, occupations and addresses of all witnesses and sureties shall be written below their signatures.

**15. Sealing and Marking of Bids:**

The Bidder shall follow the procedure as indicated below :

- a. Each Bid will be submitted in one set one marked “Original”
- b. Each set containing the two parts, TECHNICAL PACKAGE part I and part II shall be sealed in two separate envelopes clearly marked as “Original” and “Copy’. The two envelopes shall be wrapped in an outer envelope addressed to The Executive Engineer, Bihar State Housing Board, Patna Div – 03, Bahadurpur, Patna-800026. Duly super scribing on top, name of work and last date and time for submission. The envelope should also bear the name and address of the Bidder. Similarly financial Proposal shall be sealed in separate envelope and Clearly marked on top as “Financial Bids”.
- c. No responsibility will be accepted by the Client for the misplacement of the bids that are not sealed or marked as per aforesaid instructions.

**16. SUBMISSION OF BIDS:**

- a. Bids should be submitted to :**
- Executive Engineer**
- Bihar State Housing Board,**
- Patna Div – 03, Bahadurpur, Patna - 26**
- b. The last date for submission of completed Bids is given in Notice Inviting Bids. The Client may, at their discretion, extend this date, in which case all rights and obligations of the Client and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- c. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. Client shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- e. Bids sent telegraphically or through other means of transmission, which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

**17. Modifications/ Substitution/ Withdrawal of Bids:**

- a. The Bidder may modify, substitute, and withdraw his submitted Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by Client on or before the last date for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- b. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" "WITHDRAWAL", as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

**18. Bid Due Date:**

- a. Bids should be submitted before the stipulated date and time as specified in Notice Inviting Bids.

- b. Client may at its sole discretion, extend the Bid due date by issuing an addendum. Addendum may be placed on website and bidder will be directly responsible to see the same and act upon.

**19. Late Bids:**

Any Bid received in office of the Executive Engineer after the deadline prescribed for submission of Bids in Notice Inviting Bids herein will be returned unopened to the Bidder.

**20. Power of Attorney:**

- a. Bidders shall submit a Power of Attorney, duly notarized and on a stamp paper of an appropriate value, in favour of the person signing the Bid documents. The said authority shall also include authority to make corrections/ modifications and interacting with Client and for acting as the contact person along with Part 1 of the technical Bid.
- b. In case of a Group/Company, the parties shall also submit a Power of Attorney for the appointment of the lead member and duly notarized. The lead member should authorize the authorized signatory of the Group.

**21. Bid Opening:**

- a. The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned in Notice Inviting Bids in the office of the Superintendent Engineer, Bihar State Housing Board, 6, Sardar Patel Marg , Patna-800015. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- b. The Bid which does not comply with one or more of the foregoing instructions may not be considered.
- c. On opening of the main Bid envelopes, it will be checked if they contain Technical Packages part I and II.
- d. The Bids will be examined to see if they are complete, and contain all documents as mentioned. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by Client and the said Bidder's Package will not be considered for further processing/evaluation.
- e. The Bidders name, the presence or absence of the requisite Bid Security and such other details as Client or his authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.

**22. Determination of Responsiveness:**

- a. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of RFP
- b. For the purpose of this Clause, a responsive Bid is one which is -
  - i. received by the Bid Due Date including any extension thereof, if any.
  - ii. signed, sealed and marked as stipulated
  - iii. accompanied by the Power(s) of Attorney
  - iv. contains all the information as requested in the RFP and in the required format
  - v. contains information in formats same as those specified in this RFP
  - vi. valid for the validity period
  - vii. accompanied by required fee for the RFP
  - viii. accompanied by the Bid Security
  - ix. Conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits, in any substantial way, Client's rights or the Bidders obligations under the Contract as provided for in RFP and/ or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- c. If a Bid is not substantially responsive to the requirements of RFP, it will be rejected by Client. The decision of the Client as to which of the Bids are not substantially responsive shall be final.

**23. Evaluation of Bids :**

The Tenders will be evaluated in the following stages:

- a. **Stage – I** : **Technical Evaluation**
  - i. The technical Tenders shall be evaluated as per criteria mentioned
  - ii. The Technical bid shall be evaluated by the Evaluation Committee based on the applicant's experience, proposed methodology and work plan. Only those applicants whose technical proposal for 60 marks or more out of 100 shall be considered technically qualified for opening of their financial bids. Marks assigned to the Technical Evaluation criteria area –



Sl.No.	DESCRIPTION	MARKS
01.	Relevant experience for its assignment	60
02.	The quality of methodology and work plan proposed	20
03.	Qualifications and competence of the key staff for the assignment	20

iii. The financial bid of Bidders whose technical bids are found unacceptable shall be returned unopened

iv. Client shall notify all the technically qualified Bidders indicating the date, time and venue for opening of financial Bids.

**b. Stage - II : Financial Evaluation.**

i. Evaluation Committee shall open the financial Tender of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.

ii. On opening the financial Tenders, the Evaluation Committee shall read out the financial Tender to all the Bidders and note the same.

iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.

**24. Letter of Award:**

The Successful Bidder would be notified in writing by Client by issuing the Letter of Award (LOA) in favour of the Bidder.

**25. Signing of Agreement:**

- a. Client shall prepare the Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- b. One copy of the Agreement duly signed by the Client and the Consultant through their authorized signatories will be supplied by the Client to the Consultant.
- d. In case Successful Bidder does not sign the Contract with the Client, the Client reserves the right to award the work to the next lowest bidder or re-tender the project.

**26. Conflict of Interest**

- a. Client requires that Consultant provides professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
  - (b) Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below :
    - i. Conflicting activities ; A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
    - ii. Conflicting relationships; A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the

conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

**27. Employment of Officers/ Retired Officers of Client**

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of Client in any capacity unless such employee has completed at least two years post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect from Client as the case may be.

**28. Standards of ethics:**

The Client desires that the Consultants should observe the highest standard of ethics during the selection and execution of such contracts.

**29. In pursuance of the above objective, this policy defines, the terms set forth below as follows**

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
- iii. "Collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial noncompetitive levels.
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

**30. It is further provided that:-**

- a. The Client will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- b. The Client will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

**31. Client's right to accept any Bid and to reject any or all Bids –**

- a. Notwithstanding anything above, Client reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for Client's action.
- b. Client reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
  - i. in case no Bid is received for the site,
  - ii. occurrence of any event due to which it is not possible to proceed with the selection process
  - iii. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
  - iv. it is discovered that Bidders have breached standard of ethics as per clause 2.11
  - v. any other reason, which in the opinion of the Client necessitates the cancellation of the selection process
- (c) On occurrence of any such event, Client shall notify all the Bidders for the Site within 7 days of such decision. Client shall also promptly return the Bid Security submitted

by the all Bidders within 15 days of issue of such notice. Client is not obligated to provide any reason or clarification to any Bidder on this account. Client's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Client on this account.

- b. The Client further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses **(i) to (iv)** above.

## **SECTION-2**

### **Consultancy Services and scope of Work**

## SECTION – 2

### BACKGROUND INFORMATION

#### **2.1 Introduction:**

2.1.1 Bihar State Housing Board is going to award the work for the Construction of 1054 Flats on 16.5 Acres of land at Dalpatpur Ara.

2.1.2 The Scope of Project Management Consultancy Services includes Consulting services for carrying out over-all supervision of all construction activities related to the project. In addition to carrying out supervision of all construction activities, the consultant shall supervise all survey, material testing, quality control and quality assurance, approval of materials, workmanship and passing of various stages of work in accordance to correct sequence of construction Maintenance of site Document by contractor of the etc. main project etc related to the project implementation. Decision of **Executive Engineer, Bihar State Housing Board, Patna Div – 03, Bahadurpur, Patna-800026** shall be final as to what companies.

2.1.3 The Project work comprises of 22 towers for 8 stories to 12 stories and related infrastructure work Bidders are advised to get acquainted with the scope of the main project contract by visiting the officer of the chief Engineer and studying Bid Document, BOQ and Drawings.

#### **2.2 OBJECTIVES**

The objectives of the Project Consultant are to represent the client before the contractor of the project work to ensure the following:-

- i) High standards of quality assurance in the execution of the works;
- ii) The completion of the works within the stipulated time limit;
- iii) The comprehensive supervision of Project implementation activities carried out by the contractor;
- iv) The efficient construction supervision by personnel who are experienced in modern method of construction supervision and contract management; and
- v) The application of reasonable and consistent design, construction and contractual resolutions of the contracts.

### 2.3 SCOPE OF WORK:

The role of the Project Consultant is to implement the project as a whole on following aspects:-

1. To represent CLIENT before the Contractor of the project work.
2. Ensure high standard of quality assurance while construction supervision.
3. Complete responsible for the timely completion of the project
4. Ensure complete compliance with the drawings, technical specifications and various requirement of the contractor Documents.
5. Ensure Correct Measurement of Bill of Quantities and Recommend payment to the CLIENT.
6. Assist CLIENT to get Environmental Clearance and monitor, check and ensure implementations of environmental policy aspect of the project.
7. Recommend / Issue amendments to designs and drawings of Design DPR Consultants with their recommendations if essential during the construction as per site requirement.
8. Assist CLIENT'S representative in carrying out THIRD PARTY Quality Assurance, if required.
9. Assist CLIENT in Arbitration, if required.
10. Completely responsible for supervision of installation as per delivery schedule, commissioning and handing over all plants equipment's to the Client by the main contractor
11. The Consultant should recommend the Client on the following:-
  - a. Energy conservation
  - b. Compliance to Building Energy Conservation Code (Latest version)
  - c. Use of Recycled/ Green materials.
  - d. Recycling of Water/ Rain water harvesting measures
  - e. Cost optimization of Project as a whole.



## 2.4 DETAILS OF SCOPE OF WORK

The scope of the consulting services includes (but is not limited to) the following activities:

- 2.5.1. The Consultant shall be responsible for the supervision of all construction work as per good engineering practice as Professional 'Engineer'. The Consultant shall administer the construction contracts and ensure that the contractual obligations, (with respect to both quality and quantity work) are fully complied and the works are constructed in accordance with the provisions of the construction contracts. The Consultants shall be required to nominate a full time 'Project Manager' on the Project along with his team of professional engineers and technical staff.
- 2.5.2. The Project Consultant shall supervise measurements and check all measures of controlling the quality of works.
- 2.5.3. The Project Consultant shall make all engineering decisions required for the successful and timely implementation of the construction contracts and work on behalf of the client and seek prior approval of the 'Client' on the following aspects and keep apprised about the daily program of work:-
  - I. Approving subletting of any part of the works under.
  - II. Certifying additional costs arising from unforeseen physical obstructions
  - III. Determining an extension of the Time of Completion.
  - IV. Issuing approving variations in quantities.
  - V. Ordering suspension of Works
  - VI. Issuing / approving the Technical Specification, if not provided for an item of works in the Construction Contract; similarly, for any change in Technical Specification of any item of work.

"Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Consultant for reasons to be recorded in writing, an emergency occurs affecting the safety of life or of the workers or of adjoining property, he may, without relieving the contractor to execute all such work or to do all such things as may, in his opinion, be necessary to abate or reduce the risk. The contractor shall forthwith comply, despite the absence of approval of the Client, with any such instruction of the Consultant.

**2.5.4.** CLIENT shall issue to the Project Consultants paper and digital copies of the Detailed Project Report(s) (“DPR”) prepared by the CLIENT Consultants. The Project Consultants shall undertake review of the DPR (s), including the detailed construction drawings, and compare with the contracts for the construction packages for which they are responsible. The review shall identify any defect or omissions that compromise the completeness or consistency of the design of affect the viability, accuracy or implementation of the construction contracts. This review shall be carried out immediately after, the services commence and shall be completed with in two months including the preparation of a report which sets out all findings and recommendations for making good any defects or omissions identified. Notwithstanding the above, the supervision Consultants shall immediately inform the Client of any defect or omission, which may have an impact on the project at the time the defect or omission is uncovered. The supervision Consultants shall submit four copies of the review report to the Client and shall issue the construction drawings to the contractors including the preparation of modified drawings and associated variation orders based on the review and amendments agreed by the Client. The review shall be carried out within the person month specified under staffing. The supervision Consultant will be responsible for modifications / amendment in the DPR.

**2.5.5.** In addition to or as an expansion of the activities and responsibilities required of the Engineer under the construction contracts, the supervision Consultants shall. Be responsible to the following:-

**A. General**

01. Give the order to commence the works;
02. Administer the Construction Contracts, approve materials, and ensure that the quality of the works is in accordance with the contract specifications:
03. Review and /accept the Contractor’s quality management system.
04. Approve / suggest modifications to the contractor’s program, method statements, material sources, etc;
05. Monitor progress of the Works, identify causes of delay and advise the Client of suitable corrective actions in a timely manner;
06. Recommend to the Client the contractor’s proposed personnel for position nominated in the construction contract;
07. provide assistance to the Client in respect of contract implementation, claims and other matters;

08. advise and assist the Client with respect to the arbitration, the appeal of arbitration or litigation relating to the works, whenever required;
09. Provide other specialist services relevant to the Project as may be agreed during negotiations and ordered by the Client;
10. Ensure that the construction methods as proposed by the contractor for carrying out the works are satisfactory in terms of the safety of the general public, property and site personnel, and are in accordance with the Environmental Guidelines for Selected Infrastructure Development Project. The schedule of mitigation measures for adverse environmental impacts to be monitored by the Consultants will be prepared and got approved from the Client.
11. Interpretation of the Technical Specifications, and other Contract Documents;

**B. Quality Control**

01. Review concrete mix designs proposed by the contractors and approve / suggest modifications to the mix designs, laying methods, sampling testing procedures and quality control measures to ensure the required standards and consistency in quality at the commencement of activities;
02. Assist the contractor(s) to evolve a system of Quality Assurance for the works, including but not limited to, establishing testing frequencies and acceptance criteria for all construction activities based on national best practice;
03. Inspect the standard of the works with regard to workmanship, compliance with the specification and all necessary testing required for acceptance of any item of work;
04. Inspect and examined all materials sources nominated by the contractor approval will be accorded by the Client.
05. Assess and check the laboratory and field test carried out by the contractor(s), and carry out independent tests in the site laboratory;

06. Issue orders to be contractor(s) to remove or make good any work which is found to be;
  - a) Not in accordance with the drawings;
  - b) Not in accordance with the specifications in terms of either work methods or material specification;
  - c) Covered prior to inspection for acceptance or after rejection as unacceptable;
07. Maintain records of all testing, including cross referencing to items of work to which each test refers and the location from which any samples were obtained for testing;

**C. Construction Supervision**

01. Assist / advise the Client in the advance actions required to be taken handling over of the site and to achieve the milestones for completion of the construction packages;
02. Assist the Client in coordinating with different agencies and hold meetings for proper and timely implementation of the Project;
03. Assist Client in the proper monitoring and progression of the works and the implementation of the Project through computer aided project management techniques;
04. Check contractor(s) setting out for **continuance** with the drawings;
05. Issue instruction and variation orders to the contractors(s);
06. Prepare / issue modified drawings required for variation orders, or any other change, agreed by the Client.
07. Comment on and / or approve fabrication drawings;

08. Approve contractor(s) proposed design / drawings for temporary works;
09. Inspect at regular interval the contractor(s) on and off site plat and facilities, including the workers accommodation, to ensure conformity with the construction contract and all government / state regulations;
10. Inspect the contractor(s) safety measures, including labour welfare, and immediately notify both the Client and the contractor(s) of any infringement or violation;
11. Maintain record, working / as-built drawings, test Data, details of variations, correspondence and diaries in the formats approved / specified by the Client;
12. Inspect the works, or any part of the works, at Substantial Completion and advise the Client and the contractor of any outstanding work, including defects, to be completed / remedied during the Defects Liability Period.
13. Prepare an inventory of the completed works, in a format-that complies with international best practice and agreed with the Client, for use by the maintaining authority;

**D. Measurement and Payment**

01. Make measurements and keep measurements records, including the measurement books issued to him by the Client;
02. Issue interim certificates for progress payments;
03. Certify completion of part or all of the works;
04. Review and ensure continuity of the contractors' sureties in approved formats;
05. Prepare quarterly cash flow projections for the Client in a format acceptable to the Client, Cash flows should identify budgets estimates for al outstanding work;

06. Update cost estimate each year or at quarterly completion (25 percent, 50 percent, 75 percent and 100 percent ) of the Project, whichever takes place early;
07. Maintain records of all plant, labour and materials used in the construction of the Works;
08. Check and agree the contractor(s) materials ordering schedule;
09. Analyze claims submitted by the contractor(s) and prepare a report for the Client addressing the contractual basis, in terms of both technical and financial issues, for the claim and recommendations for a response to the contractor;
10. Assist the Client providing clarifications / explanation to the observation made from time to time, auditors;
11. Prepare financial statements;
12. Co-operate and assist the Central Vigilance Commission in the event that the construction of the project is subject to review;

**E Deliverable.** Prepare and issue to the Client six (6) copies of the following reports, the format and content of which are to be acceptable to the Client;

- 01 An inception Report, to be submitted within 30 days of commencement of services;
- 02 A quality Assurance Manual, detailing the Consultant's quality assurance / control procedures, to be submitted within 30 days of commencement of services;
- 03 DPR review report within 15 days of Handing over of DPR prepared by DPR Consultant;
- 04 A daily report on significant events, if any, previous day (a nil return would be acceptable). The report shall not exceed 1 page and shall be sent by e-mail or fax to the Client head office and to his site representative;

- 05 A brief monthly, Progress Report, which should be limited to 10 pages and be submitted within 7 days of the end of each month;
- 06 A detailed Quarterly Report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities illustrated by progress / completion photographs, status of any delays and contractual claims, and details of all latest financial projections;
- 07 A detailed Contract Completion Report
- 08 A maintenance Manual, detailing routine and periodic maintenance tasks that will be required to maintain the completed Project. Draft copies of this manual should be submitted for comments to the Client within 24 months of commencing services;

**2.5.6.** The Consultant's responsibilities as mentioned above shall be adjusted in line with General conditions of contract;

**2.5.7.** The Project Consultant will process interim and final payments to the contractor(s). interim monthly payments shall be based on interim payment certificates processed by the Project Consultant following claims filed by the contractor(s). The Project Consultant will be accountable for the quality and the quantities of the work subject to payment. Whenever final measurements are to be made, the Project Consultant's Project Manager will inform the contractor. The Project Manager participate in such measurements will not be mandatory; however, should he wish to participate or be represented by his representative he will be empowered to do so and to check, if he wishes, any measurement.

**2.5.8.** The Project Manager and his staff shall carry out such duties and exercise authority as may be delegated by the Client. The Client may, from time to time, delegate to the Project Manger any of the duties and authorities vested with him and he may at any time revoke such delegation. Any such delegate or revocation shall be in writing and shall not take effect until a copy thereof had been delivered to Project Consultant & Contractors.

**2.5.9. Timing of services**

- a) It is anticipated that the consulting services will commence by November 2015 and last for 24 Months.
- b) The period of services had been derived on the basis of the consulting services commencing

in the same month as the commencement Date of the construction contract(s) However, the Commencement Date shall not be construed as necessary conditions of commencement or completion of the consulting services. Period of service for consultancy shall be linked with the construction activities on as required basis and the bidder shall include this aspect while submitting the bids.

#### 2.5.10. Estimated Cost

Estimated cost of the project is approximately 400 Crores approximating

#### 2.5.11. Staffing:

3. The suggested minimum staffing of the Consultant personal for each site is shown in the table below:-

S. No	Description	No	Total Duration in Months	Remarks
<b>A</b>	<b>All time site staff</b>			
1	Project Manger	1	24	Overall in-charge of the team
2	Architect	1	06 (Approx.)	As and when required basis
3	Senior Engineer Civil	1	24	
4	Senior Engineer Electrical	1	24	
5	Materials Engineer / QC(Civil)	1	24	
6	Quantity Surveyor (Billing Engineer)	1	24	

<b>B</b>	<b>Support Staff</b>			
1	Site Engineers (Civil)	3	24	
2	Site Engineers (Electrical)	1	24	



3	Mechanical Engineer	1	24	
4	Fire Protection Expert	1	24	
5	Computer Operator	1	24	
6	Office Manager	1	24	

**TABLE – 2**

**MINIMUM QUALIFICATION REQUIREMENT**  
**OF STAFF TO BE DEPLOYED AT SITE**

<b>Staff</b>	<b>Qualification Minimum</b>	<b>Minimum Experience</b>	<b>Relevant Experience</b>
<b>Key Personnel</b>			
<b>Key Personnel</b>			
Project Manager	Degree in Engineering/Architect/MBA	15 Years of Professional Experience	At least 5 years in capacity of Project Manager at senior level and Should have supervised at least one project of Multi Story Residential Building.
Senior Engineer (Civil)	Degree in Civil Engineering preferably Post graduate in Structural Engineering	7 Years	Should have supervised/ executed at least one Project of worth Rs 100 Crore preferably Multi Story Residential Building. Project and be capable of carrying out Structural design as per site requirement.
Senior Engineer (Electrical)	Degree in Electrical Engineering	7 Years	Should have executed/ supervised at least one Project of worth Rs 100 Crore preferably Multi Story Residential Building. Project in the capacity of Sr. Electrical Engineer in-charge. He should have sound knowledge of non conventional energy system and Installation and commissioning of HT/LT Sub-Station and Eco friendly Captive power System

<b>Sub- Professional</b>			
Material Engineer	Degree/ Diploma in Civil Engineering	5 Years	Should have experience in testing of building materials
Site Engineers (Civil/Electrical )	Degree / Diploma in Civil / Electrical Engineering	3Years in case of Degree holder and 5 years in case of Diploma holders	Should have supervised at least one project of worth Rs. 50 Crore
Environmental Expert	Degree in Environmental Engineering	3 Years	Experience in at least one health care project on environmental aspect.
Senior Mechanical Engineer	Degree in Mechanical Engineering	7 Years	Should have Experience in design/ supervision of lifts, STPs, Water Treatment Plants, Ventilation, Fire lighting etc. of Multistoried Buildings.
Architect	Degree/Diploma in Arch	5 Years in case of degree and 10 years in case of Diploma	Experience in Multistoried Buildings. Project
Fire Protection expert	Degree in Engineering with specialization in Fire Fighting's	3 Years	Planning, installation and commissioning of fire fighting equipments

## SUGGESTED STAFFING SCHEDULE BY CONSULTANT

S.No	Description	No	Total Duration in Months	Remarks
<b>A</b>	<b>All time Site staff</b>			
1	Project Manger			
2	Architect			
3	Senior Engineer Civil			
4	Senior Engineer Electrical			
5	Materials Engineer (Civil)			
6	Site Engineers (Civil)			
7	Site Engineers (Electrical)			
8	Sr. Mechanical Engineer			
9	Office Manager			
10	Computer Operator			
11	Office Boy			
12	Any Oters			
<b>B</b>	<b>Staff on as required basis</b>			
1	IT Engineer			
2	Environmental Expert			
3	Sr. Bio-Medical Engineer			
4	Fire Protection Expert			
5	Any Others			

**SECTION – 3**

**TECHNICAL PROPOSAL**

**SECTION – 3**  
**TECHNICAL PROPOSAL**

<b>FORM</b>	<b>TITLE</b>
<b>Form TECH – 1</b>	Suggested Staffing Schedule by Consultant.
<b>Form TECH – 2</b>	Curriculum Vitae (CV) format to be submitted with proposal.
<b>Form TECH – 3</b>	Summary of information of proposed staff.
<b>Form TECH – 4</b>	Relevant Experiences
<b>Form TECH – 5</b>	Methodologies
<b>Form TECH – 6</b>	Qualifications

**SUGGESTED STAFFING SCHEDULE BY CONSULTANT**

S.No	Description	No	Total Duration in Months	Remarks
A	KEY PERSONNEL			
B	SUB PROFESSIONAL			

**CURRICULUM VITAE (CV) FORMAT**

**TO BE SUBMITTED WITH PROPOSAL**

**NOTE: CV is required only for KEY PERSONNEL (REFER TABLE – 2 OF SECTION -2)**

1. PROPOSED POSITION : (ONLY ONE CANDIDATE SHOULD BE FOR THIS PROJECT NOMINATED FOR EACH POSITION)
  
2. NAME :
  
3. DATE OF BIRTH :
  
4. NATIONALITY :
  
5. PERSONAL ADDRESS :  
TELEPHONE NO. :  
FAX NO. :  
E-MAIL ADDRESS :
  
6. EDUCATION : (The years in which various qualifications were obtained must be stated)
  
7. OTHER TRAINING :
  
8. LANGUAGE & DEGREE OF PROFICIENCY :
  
9. MEMBERSHIP IN PROFESSIONAL SOCIETIES :
  
10. COUNTRIES OF WORK EXPERIENCE :



11. EMPLOYMENT RECORD : (Starting with present position, list in reversed order every employment held and state the start and end dates of each

Employment

FROM

TO

EMPLOYER : (Clearly distinguish your “employer” as an employee of firm from a “Client” for whom you have worked as a Consultant or an adviser)

POSITION HELD AND  
DESCRIPTION OF DUTIES :

12. DETAILS TASKS WORK UNDERTAKE THAT BEST ILLUSTRATES ASSIGNED CAPABILITY TO HANDLE TASKS ASSIGNED

(In this column, list tasks one by position (In this column, list project name, location, year and position)

One and support each task by held i.e. Team Leader, Hydrologist, Agricultural economist,  
Project Experience in the right exact duties rendered and time spent on each project.)  
hand side column)

13. CERTIFICATION : (Please follow exactly the following format. Omission will be seen as noncompliance.)

I, the undersigned, certify that to the best of my knowledge and belief, this Bio-data correctly describes myself, my qualification and my experience. In understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I am employed on regular/part time/ other basis with this firm since-----

SIGNATURE:

DATE OF SIGNING

Day

Month

Year

<u>SUMMARY OF INFORMATION ON PROPOSED STAFF</u>						
Name	Proposed position for the project	Firm	Employment status with Firm (full time regular staff or other)	Education / degree (Year/ Institution)	No. of years of relevant project experience	CV Signature (by Expert/ by Other)
Example:						
Sharma A.K.	Project Manager	ABC	Fulltime regular/ other		30 yrs.	Staff/ other

RELEVANT EXPERIENCE FOR THE ASSIGNMENT

(To be given by bidder)

METHODOLOGY AND WORK PLAN PROPOSED

(To be given by bidder)

QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF

(Bidder to be describe)

**Section-4**

**TECHNICAL PROPOSAL**

**Section-4**  
**FINANCIAL PROPOSAL**

**NOTE: To be submitted in separate sealed cover stating FINANCIAL BID and name of the work and site**

APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM

**FROM : (Name of Firm)**

**TO :**

**Executive Engineer,  
Bihar State Housing Board,  
Patna Div – 03, Bahadurpur,  
Patna-800026**

**Subject :**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures). Service Tax born by Client, as per norms.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

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

We remain,

Yours sincerely,

**Managing Director/Head of the  
firm/Authorised Representative of the firm\***

Name of the firm

Address

**APPENDIX C-2 : SUMMARY OF COSTS**



No.	Description	Amount in Rupees
I	Remuneration for Local Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Office Rent	
V	Office Supplies, Utilities and Communication	
VI	Office Furniture and Equipment	
VII	Reports and Document Printing	
VIII	Survey Equipment with Survey Party and Vehicle	
	Consultancy Services Tax Payable in India	
	<b>Total Costs (Including Tax)</b>	

**APPENDIX C-3 : BREAKDOWN OF LOCAL CURRENCY COSTS**

**I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF**

(For project Length more than 100 km)

No.	Position	Name	Year 1-4		
			Quantity	No. of man-	Amount
	<b>Key Personnel (Professional Staff)</b>				
1.	Project Manger		1	24	
2.	Architect		1	6 (Approx)	
3.	Senior Engineer Civil		1	24	
4.	Senior Engineer Electrical		1	24	
5.	Materials Engineer / QC(Civil)		1	24	
6.	Quantity Surveyor (Billing Engineer)		1	24	
	<b>Sub – Total</b>				
	<b>Sub-professional</b>				
1.	Site Engineers (Civil)	TBN	3	24	
2.	Site Engineers (Electrical)	TBN	1	24	
3.	Mechanical Engineer	TBN	1	24	
4.	Fire Protection Expert	TBN	1	24	
	<b>Sub Total</b>				
	<b>Total</b>				

TBN = To Be Named

**\*The man-month against each key personnel/sub – professional shall be same as specified in Enclosure A of TOR.**

**II. Support Staff**

No.	Position	Name	Staff Months	Billing Rate ( )	Amount ( )
1.	Office Manager	TBN	24		
2.	Accountant	TBN	24		
3.	Cashier	TBN	24		
4.	Photocopy Machine	TBN	24		
5.	Steno	TBN	24		
6.	Computer Operator	TBN	24		
7.	Guard (2 nos)	TBN	24		
8.	Office Boy (1 nos)	TBN	24		
				<b>Total :</b>	

**III. Transportation (Fixed rate on rental basis)**

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete.

S.No	Description of Vehicles	Qty. (No. of vehicle-month)	Total	Rate/ Vehicle-Month	Amount
		During Construction Period			
1	Innova / Scorpio or equivalent (not more than 3 years old)	1X24			
	Total				

**IV. Office Rent (Fixed Costs)– Minimum 200 sqm area of office shall be rented.**

The rent cost includes electricity and water charges, maintenance, Cleaning, repairs, etc. complete.

Nos of Months	Rate/month	Amount
24		

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

No	Item	Months	Monthly Rate	Amount in Rs.
1.	Office Supplies	24		
2.	Drafting Supplies	24		
3.	Computer Running Costs	24		
4.	Domestic and international Communication	24		

**VI. Office Furniture and Equipment (Rental)**

(Brand new Furniture and Equipment shall be mandatory at the time of commencement of services as per the list given below. The rental rate per month shall be quoted for the total list of Office Furniture and Equipment)

No	Description	Unit	Qty.	Rate/ Month	Period in Months	Amount (Rs.)
	<b>Office Furniture (Rental/Hire)</b>					
1	Executive Table	each	6		24	
2	Executive Chairs	each	6		24	
3	Tables	each	13		24	
4	Ordinary Chairs Type-1	each	30		24	
5	Tables (for all other staff) (	each	6		24	
6	Ordinary Chairs –Type II	each	10		24	

No	Description	Unit	Qty.	Rate/ Month	Period in Months	Amount (Rs.)

7.	Steel Almira 1980mm x 915mm x 485mm	each	2		24	
12	Tables for computers with 3 drawers, key board/mouse pull out trays size	each	4		24	
13	Printer desks	each	4		24	
15	Conference Table	each	2		24	
16	Revolving Chairs for Compute	each	2		24	
	<b>Office Equipment (Rental/Hire)</b>				24	
1	Telephone with PABX facilities (2	each	1		24	
2	Photocopier	each	1		24	
3	Fax	each	1		24	
4	Air-Conditioner (1.5 Ton)	each	3		24	
5	Computer PC (state of the art)	each	3		24	
6	Laser Jet Printers	each	2		24	
7	Ink Jet Printers	each	1		24	
9	Binding Machine	each	2		24	
10	Overhead Projector (PowerPoint)	each	1		24	
12	Water Coolers	each	1		24	
13	Software (As per TOR)	LS	LS		24	
	<b>Total</b>					

**VIII. Reports and Document Printing**

No.	Description	No. of Reports	No. of Copies per	Total Nos. of	Rate per Copy ( )	Amount
1	Monthly reports	24	2			
2	Quarterly Reports	08	2			
				<b>Total</b>		

**SECTION-5**

**GENERAL CONDITIONS OF THE CONTRACT**

## SECTION – 5

### GENERAL CONDITIONS OF THE CONTRACT

- 5.1 Personnel:** - No changes shall be made in personnel in normal course. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the personnel the Consultant shall forthwith provide a replacement a person of equivalent or better qualification and experience acceptable to the Client. Such replaced person shall be inducted only after approval by the Client.
- 5.1.1** In the event that any of the personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Client may instruct the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client.
- 5.2 Staffing Schedule:** - Subject to the prior approval of the Client in accordance with the contract, the Consultant may make adjustment in the periods of time indicated in the Staffing Schedule, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the contract to exceed the maximum amount payable as specified in this Agreement.
- 5.3 Performance of the Services:** - The Consultant shall carry out the services with due diligence and efficiency and shall exercise such skill and care in the performance of the Services as is consistent with recognized professional standards.
- 5.3.1** The Consultant shall act at all times so as to protect the interest of the Client and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.
- 5.3.2** The Consultant shall furnish to the Client such information related to the Services as the Client may seek from time to time reasonable request.
- 5.3.3** The consultant will commence the services as soon as possible but not later than 30 days after Client had given to the Consultant 'Notice to Proceed' with the Services.

**5.4 Sub-Contracts :-** The Consultant may subcontract work relating to the Services to an extent and with such specialists and entities as may be approved in advance by the Client, and shall submit to the Client for prior approval the text of any proposed subcontract and any amendments thereto which may subsequently be proposed. Notwithstanding such approval, the Consultant shall, as provided in the Agreement, retain full responsibility for the services and for the content of all reports required hereunder. In the events that any sub-contractor is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may direct the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

**5.5 Relationship of Parties: -** Nothing contained herein shall be constructed as established or creating between the Client and the Consultant a relationship of master and servant or principal and agent.

**5.5.1** The Consultant shall during the performance of Service be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits as required by law.

**5.6 Payments and Mode of Billings:-** The Client shall pay to the Consultant in respect of the services such remuneration and out-of-pocket expenses as are respectively set forth.

**5.6.1** Remuneration shall be determined on the basis of the time spent by the personnel listed in the Staffing schedule in performance of the Services after the effective date (including necessary travel time) as specified in Appendices C as applicable. In respect of the personnel. Escalation shall be applied at the completion of each 12 months from mobilization of individual staff for 2 years i.e. for 2<sup>nd</sup> and 3<sup>rd</sup> years only. Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in office (the total of 200 hours per month shall apply) and on a calendar-day basic for time spent away from home office (1 day being equivalent to 1/30<sup>th</sup> of a month). Escalation rate 5% on remuneration for staff will be considered.

**5.6.2** Out-of-pocket expenses shall consist of the following types of expenses, as applicable, reasonably incurred by Consultant in performance of the Services;

(a) A per diem allowance in respect of personnel of the Consultant for every day in which the personnel shall be absent from the Site of work. On bonafide duty.



- (b) Cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and most direct practicable route;
- (c) Cost of applicable local communication such as the use of telephone and facsimile required for the purpose of the Services;
- (d) Cost, rental and freight of any instruments or equipment required to be provided by the Consultant as approved by the Client for the purpose of the Services.
- (e) Cost of printing and dispatching of the Reports.
- (f) Cost of such further items required for purpose of the Service which the Client considers eligible for reimbursement hereunder.

**5.6.3 Other conditions related to payments:-**

- (a) Payment to be made by the Client hereunder shall be strictly subject to satisfactory progress achieved by the Consultant in accordance with the responsibilities.
- (b) The consultant shall on a monthly basis submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those shown in the Staffing Schedule. In the event the forecast of progress as anticipated in Staffing Schedule is substantially changed due to variation, the Consultant may request the Client to revise the relevant payment Schedule specified, as applicable reflect such change.
- (c) Within 30 days after giving notice to proceed, the Client shall cause to be paid to the Consultant an interest bearing advance payments of 10% of total contract price excluding contingencies and taxes against the submission of bank guarantee of equal amount from the bank acceptable to Client. The interest will be 10% per annum on outstanding amount. The advance payments will be set off by the Client in 12 equal installments from the sixth monthly bill of the Consultants until said advance payment have been fully set off.
- (d) As soon as practicable and not later than fifteen days after the end of each calendar month during the period of the services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by receipted invoiced, vouchers and other appropriate supporting materials, of the amounts payable to the Consultant for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to out-of-pocket expenses.

**5.6.4** as soon as practicable after the completion of the services or termination of the Contract, the Consultant shall submit to the client a final statement incurred, with vouchers and other appropriate supporting documents for the reimbursable

expenditures referred . The statement shall distinguish for foreign and local currency expenditure out of pocket expenses.

**5.6.5** Final payment by the Client to the Consultant shall be made by the Client only after the final statement and the final report have been submitted by the Consultant and approved by the Client. The Consultant shall submit the final statement to the Client within 60 calendar days of the date of approval by the Client of the final report. All costs, including out-of-pocket expenses, which have not been included in the final statement will not be paid or reimbursed. Should any discrepancy be found to exist between the actual payment made by the Client and costs authorized to the incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by the Client to reflect such discrepancy. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the costs actually incurred shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof.

**5.6.6** Subject to Clause 5.6.1 above, the Client shall pay to the Consultants the amounts claimed pursuant to this within 30 calendar days after receipt of satisfactory statements and supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment, should any discrepancy be found to exist at any time add or subtract the difference from any subsequent payments.

**5.6.7** Payments do not constitutes acceptance of the services not relieve the consultant of any obligations hereunder.

**5.7 Accounts & Records:** - The consultant shall keep accurate and systematic accounts and records in respect of the services in such form and detail as are customary in its profession and are sufficient to establish accurately that the remuneration and out-of-pocket expenses have been duly incurred.

**5.8 Indemnity and insurance:-**

**(a)** The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by Client, or purchased by the Consultant in whole or in part with funds provided by the Client. All item purchased will be the property of Client and will be returned after the services in reasonable working condition.

**(b)** The consultant shall take out and maintain adequate insurance against loss or damage to such equipment and materials. The proceeds of such insurance shall not be payable additionally. No repair/replacement of any equipment will be paid separately.

**5.9 Ownership of work products, computer programs and Equipments:-** All reports, documents, correspondence, draft publications, maps, drawings, notes specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the Client in performing the services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Client, and will not be made available to the general public at its sole discretion. The Consultant may take copies of such documents but shall not use the same for purpose unrelated to the Services without the prior written approval of the Client.

**5.9.1** All computer programs developed by the Consultants under this Contract shall be the sole and exclusive property of the Client; provided, however, that the Consultant may use such programs for their own use with prior written approval of the Client. If license agreement is necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements. In such cases, the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

**5.9.2** Equipment, and materials furnished to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds supplied or reimbursed by the Client hereunder, shall be the property of the Client.

**5.10 Disposal of Data and Equipment:-**

Upon completion or termination of the services, the Consultant shall:-

- (a) Sort and index the documents and data (including the related Software) referred to in Clauses 5.9 and 5.9.1 hereof and transmit the Client; and
- (b) Furnish to the Client, as the case may be, inventories of the equipment and materials referred to in Clause 5.9.2 hereof as it then remains, and dispose of the same as directed by the Client.

**5.11 Coordination: -** The Consultant shall at all times cooperate and coordinate with the Client with respect to the carrying out of its assignment under the project.

**5.12 Force Majeure: -** If either party is temporarily unable by reason of force majeure or the laws or regulation of India to meet any of its obligations under the Contract, and if such party gives written notice of the event within 14 days after its occurrence, such obligations of the party as it is unable to perform by reasons of the event shall be suspended for as long as the inability continues.

- 5.12.1** Neither party shall be liable to the other party for any loss, actually incurred or not damage sustained by such other party arising from any event referred to in Clause 5.12 or delays arising from such event.
- 5.12.2** The terms “Force Majeure” shall mean event beyond the control of either party which prevent the affected party performing and fulfilling its obligations under the contract, and could not have been from performing and fulfilling its obligations under the contract, and could not have reasonable anticipated or foreseen, were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrections, riots, sabotage, explosions, violent demonstrations, blockades typhoons, volcanic eruptions, floods, washouts and other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effect thereof and any other similar events.
- 5.12.3** In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration.
- 5.13 Suspension:-** The Client may, by notice to the Consultant, suspend, in whole or in part, the service or the disbursement of funds hereunder if any following events shall have happened and be continuing:
- (a) A default shall have occurred on the part of the Consultant in the Execution of the Contract; or
  - (b) Any other condition had arisen (including a possible event of force major) which in the reasonable opinion of the Client, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purpose of the Contract.
- 5.14 Termination by Client: Client may terminate this Contract by notice of the Consultant;**
- (a) If any of the conditions referred to in Clause 5.13 have continued for a period of fourteen (14) calendar days after the Client has given notice to the Consultant of suspension of the Services or of Payments under the Contract; or
  - (b) If the Consultant otherwise is in default of term of the Contract or failed to provide correct information with respect to its representation in relation to the Contract; or
  - (c) If the Client determines that the Consultant has engaged in corrupt practices or fraudulent practices.
  - (d) At any time at the option of the Client upon not less than thirty 30 Calendar days notice of its intention to terminate.

**5.15 Termination by Consultant:** The Consultant may, by notice to the Client, terminate this Contract:

- (a) If payments pursuant to Clause 5.6 of the Agreement are not received within 30 calendar days after the due dates, and such default has not been remedied within sixty (60) calendar days after notice has been given by the Consultant to the Client;
- (b) If any situation or event referred to in Clause 5.13 shall continued for a period of (30) calendar days after the Consultant shall have been relieved of its obligations in accordance with the provisions of that Clause; or

**5.15.1** The Consultant shall promptly notify the Client in writing of any Situation or of the occurrence of any event beyond the reasonable control of the Consultant (other than force majeure which makes it impossible for the Consultant to carry out its obligations hereunder, Upon confirmation in writing by the Client of the existence of any such situation or, event, or failure of the Client to respond to such notice within fifteen (15) days of receipt for failure to carry out such obligations, and the consultant may thereupon terminate the Contract by giving not less than thirty (30) days' prior written notice thereof.

**5.15.2**

- (a) Upon receipt of any notice referred to in Clause 5.15, or giving of any notice under Clause 5.15 (a) or upon receipt of written confirmation by the Client in terms of Clause 5.15 (b), the Consultant shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditures to a minimum.
- (b) Unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to reimbursement in full for the costs specified in Clause 6.6 as shall have been incurred up to the date of such termination and for costs incident to the orderly liquidation of the services (including return travel of the personnel).
- (c) All claims made by the consultant under Clause 5.15.2 (b) shall be supported by documentation submitted to the Client, satisfactory in form and content to the Client.

**5.16 Disputes:** Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties Shall be finally settle under the rule of council of Arbitration of India by one or more arbitrators appointed in accordance will the said rules. The arbitration shall take place at New Delhi the resulting award shall be final and binding on the parties and shall be lieu of any other remedy.

- 5.17 Variations:** The contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the parties.
- 5.18 Conflict of Interest:** - Except as the Client, the consultant, shall otherwise specifically agree in writing;
- (a) Neither the consultant nor any subsidiary, associate or affiliate shall bid for, or provide any goods or services (other than consulting services) for, under, or in relation to the Project.
  - (b) No personnel of the Consultant listed in the staffing Schedule shall engage, directly or indirectly, in any business or professional activities in India/out of India other than the performance of the Services.
- 5.19 Compensation for delay**
- 5.19.1** If the consultant fails to complete the items/group/sub-group/any service under this contract by the period stipulated in schedule or any extended period, as may be allowed, he shall without prejudice to any other right or remedy on account of such default shall pay compensation. Such an amount shall be calculated at the rate of 0.25% of billed amount per monthly of delay subject to Maximum of 5%
- 5.20 Encashment and appropriation of bid Security:** - The Client shall have the right to en-cash and appropriate the proceeds of the bid security, in whole or part, without notice to Consultant in the event of breach of this agreement or for recovery of compensation for delay, In the event of any portion of the bid security appropriated by the client, then immediately following such appropriation, the Consultant shall replenish the bid security within one month of its appropriation and in event of default by the Consultant, the Client shall have the right to take such step as it may deem necessary, including termination or this agreement. However, in case of delay due to reasons beyond the control of the Consultants, suitable extension of the time shall be granted.
- 5.21 Penalty for deficiency in Services:-** In case of minor deficiency in service (as decided by the client) a written warning to the Consultant will be issued and in case of major deficiency in service causing adverse effect on the Project, other penal action including stoppage of payment for a specific period may be initiated by the

client. The decision regarding minor/major deficiency will be taken by the Client and shall be binding on the Consultant.

**5.22 Confidential Information-** Except with the prior written consent of the Client, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the Personnel make public the information the recommendations formulated in the course of, or as a result of, the service. For purpose of this clause, Confidential Information means any information or knowledge acquired by the consultant and or its personnel arising out of, or in connection with, the performance of the service under this contract that is not otherwise available to the public.

**5.23 Contractual Ethics:-** The Consultant and the Client warrant that no fees, gratuities, rebates, gifts, commission or other payments other than those shown in the proposal or the Contract have been given or received in connection with the selection process or in the contract execution.

**Annexure – 1 Checklist**

**CHECK LIST OF DOCUMENTS OT BE SUBMITTED WITH THE BID**

<b>SI No</b>	<b>Document</b>	<b>No. of sets to be submitted</b>	<b>Page no.</b>
<b>TECHNICAL PACKAGE part I</b>			
	Form of Bid- (Form A)	(Original)	
	Tender Processing Fee in the form of demand draft	(Original)	
	Bid Security (Form B) in separate sealed envelope	(Original )	
	Power of attorney for person signing the Bid (Form D)	(Original)	
	Power of attorney for lead member of the consortium (Form E)	(Original)	
	Memoranda of Understanding / JV Agreement	(Original)	
	Initialled Bid Documents	(Original )	
	Preference order of site (From G)	(Original)	
<b>TECHNICAL PACKAGE part II</b>			
	Suggested Staffing Schedule by Consultant. (FORM TECH- 1)	(Original)	
	Curriculum Vitae (CV) format to be submitted with the proposal (FORM TECH – 2).	(Original)	
	Summary of information on proposed staff. (FORM TECH -3)	(Original)	
	Relevant Experience (FORM TECH – 4)		



	Methodology (FORM TECH -5)		
	Qualifications (FORM TECH – 6)		
	<b>FINANCIAL PACKAGE Part III</b>		
12.0	Remuneration: Proposed Monthly Billing Rates for Staff (FORM FIN -1)	(Original)	
13.0	Out-of-Pocket expenditures (FORM FIN-2)	(Original)	

**SECTION-6**

**FORMAT FOR CONTRACT AGREEMENT**

**Form A – Format for Power of Attorney for authorized signatory**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, We ..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms ..... (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... 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 bid for providing **Project Management Consultancy for Bihar State Housing Board ( BSHB), Patna for Construction of 1054 Flats on 16.5 acres of land at Dalpatpur, ARA (The Project)** under Biharl Govt., including signing and submission of all documents and providing information / responses to Bihar State Housing Board, Patna, representing us in all matters before BSHB, Patna and generally dealing with BSHB, Patna, in all matters in connection with our proposal for the said Project.

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.

Dated this the ..... Day of .....20...

..... (Executants)

(In case of consortium, to be executed by all the members of the Consortium Applicant)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *This power of Attorney should be provided on stamp paper of appropriate value.*

**FORMAT FOR CONTRACT AGREEMENT**

This agreement made the----- day of-----2015 between Executive Engineer, Bihar State Housing Board, Patna Div – 03, Bahadurpur, Patna - 26 (name and address of client) herein after called “The client” as one part----- (name and address of agency) herein after called Project Management Consultant of the other part.

Where as the client is desirous that the Project Management Consultant execute:-

- (a) Project Management Consultancy service for construction of 1054 flats on 16.5 acres of land at Dalpatpur, Ara (name and contract number of contract work to be supervised), herein after called the “service and the client has accepted the Bid by the Agency for the execution and completion of such work and remedying of any defects therein at a cost of Rs. (in figures) (Rupees in words).
- (b) The Project Management Consultant, having represented to the client that they have the required professional skills and personal and technical resources have agreed to provide the services on the terms and conditions set forth in this contract.

**NOT WHEREFORE, the parties hereto hereby agree as follows:-**

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

**(a) General conditions of contract**

**(b) The following Appendices:**

**Appendix A- Consultancy Services & Scope of work.**

**Appendix B- Reporting Requirements**

**Appendix C- Personnel Schedule**

**Appendix D- Cost Estimates.**

2. The mutual rights and obligations of the client and the project management consultants shall be set forth in the contract, in particular:

(a) The Project Management consultants shall carry out the services in accordance with the provisions of the contract; and

(b) The client shall make payment to the consultant in accordance with the provisions of the Contract.

3. Date of Commencement:-----

Date of Completion: -----

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

FOR AND ON BEHALF OF  
(Agency)

**Executive Engineer,  
Bihar State Housing Board,  
Patna Div – 03, Bahadurpur,  
Patna-800026**

WITNESS:

1.

2.

WITNESS:

1.

2.