



Bihar State Power Transmission Company Limited, Patna

(Regd. office: Vidyut Bhawan, Bailey Road, Patna)

Contact No : 0612-2504487,7763813835 Fax No: 0612-2504487

TIN VAT No. 10011257007 TINCST No. 10011146136 CIN- U40102BR2012SGC018889

email-ccivilbsptcl@gmail.com

(Department of civil of BSPTCL)

NOTICE FOR INVITING EOI CUM RFP

FOR EMPANELMENT OF CONSULTANT FOR SOIL INVESTIGATION IN VARIOUS

GSSs (Grid Sub Stations)

NIT No. 45/PR/BSPTCL/2018

Name of the Work	Empanelment of Consultant for Soil investigation in various GSSs (Grid sub stations)
Cost of Document	Non refundable Rs. 5,000.00 payable in the form of DD in favour of Sr. Manager (F&A), BSPTCL, Patna
Date of commencement of bid	From date of issue of NIT
Date of Pre Bid Meeting	13.08.2018 at 3.00 PM
Date & Time for submission of Bid	27.08.2018 upto 3.00 PM
Date & Time of opening of technical bid	27.08.2018 at 3.30 PM
Place of obtaining bid document/submission of document/opening of technical bid	Chief Engineer(Civil) office, Bihar State Power Transmission Company Limited, 4 th floor Vidyut Bhawan, Bailey Road, Patna- 800001
Contact Person	Kumar Chaitanya, EE(Civil), HQ, BSPTCL Mb. No.- 7091097884

The detailed NIT and application are available on website www.bsptcl.in. Any corrigendum of this NIT, only publication would appear only on the BSPTCL website and not to be published on news papers. The invitation may be cancelled without any reason.

[Signature]
27/7/18
Chief Engineer (Civil)
BSPTCL

For complains regarding corruption Vigilance Help Line No.- 9431821485, 0612-2504969 Consumer can deposit electricity bills via Sahaz Vasudha Centre or via bsebbills.org

Memo. No. 174 /Patna, Dated- 27.7.2018

Copy forwarded to GM (HR & Admn.), BSPTCL with & 01 no. CD for publication in the important news papers/ DBA (IT), BSPTCL for uploading on company website/ A.O (T), BSPTCL for information & necessary action.

[Signature]
27/7/18
Chief Engineer (Civil)
BSPTCL



BIHAR STATE POWER
TRANSMISSION COMPANY
LIMITED, PATNA

EOI cum RFP for
Empanelment of
Consultants
For Soil Investigation
in various GSSs
July 2018

Bihar State Power Transmission Company Limited
A subsidiary company of Bihar State Power (Holding) Company Ltd. Patna
CIN- U40102BR2012SGC018889
{SAVE ENERGY FOR BENEFIT OF SELF AND NATION}
Head Office, vidyut Bhawan, Bailey Road, Patna-800021
Email address- cecivilbsphcl@gmail.com
Website- www.bsptcl.in

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DISCLAIMER

The information contained in this Expression of Interest cum Request for Proposal document (the “EOI cum RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the BSPTCL or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.

This EOI cum RFP is not an agreement and is neither an offer nor invitation by the BSPTCL to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this EOI cum RFP (the “**Application**”). This EOI cum RFP includes statements, which reflect various assumptions and assessments arrived at by the BSPTCL in relation to the Project/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI cum RFP may not be appropriate for all persons, and it is not possible for the BSPTCL, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this EOI cum RFP. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI cum RFP and obtain independent advice from appropriate sources.

Information provided in this EOI cum RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BSPTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BSPTCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement of information contained therein or deemed to form part of this EOI cum RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

The BSPTCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the

statements contained in this EOI cum RFP

The BSPTCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI cum RFP.

The issue of this RFQ does not imply that the BSPTCL is bound to select and shortlist Applications and the BSPTCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSPTCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the BSPTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the bidding Process.

1. Eligibility, Selection Process and Timeline

Bihar State Power Transmission Company Limited, Patna (hereinafter Referred to as “BSPTCL”) proposes to take-up civil construction projects of infrastructure and facilities, and are desirous of engaging leading Soil Investigation Agency/ Consultant / Firm for (i) Taking disturbed/undisturbed samples including packing/sealing in approved and tight containers (ii) Handling and transporting them to laboratory (iii) Field work of boring and sampling (disturbed/undisturbed) (iv) Standard Penetration Test (v) Dynamic Cone Penetration test (vi) Laboratory test of compression (vii) Undisturbed Shear tests (viii) One dimensional consolidation tests (ix) Detailed report for liquefaction (x) Routine classification tests, compaction and CBR test as per relevant IS codes and recommendation for the suitable type of foundation as per the soil report (xi) Soil resistivity test for earth mat design in the switchyard (xii) The carriage of all plants and equipments to the sites and back after completion of work including all establishment charges etc for the complete job. The scope of soil investigation shall be in normal soils, soft/weathered rocks and hard rock. The soil investigation report submitted shall be used for development of design and drawings for various structures in the GSS. The soil investigation shall be done strictly under the supervision of BSPTCL Officials not below the rank of Assistant Engineer (Civil).

Reporting of the soil investigation report: Findings to be issued in an interpretive report that will include:

1. Site plan indicating trial hole locations and soil types;
2. Site observations, photographs and soil descriptions;
3. Results and interpretation of all analyses,
4. Discussion on top soil and subsoil quality and suitability for use as growing media for landscape purposes.
5. Outline recommendations for handling and ameliorating the soils for re-use for landscape construction.

The applicant Soil Investigation Agency /Consultant firm should have proven track of providing Soil Investigation services with the following eligibility criteria which shall form essential attributes for evaluation purpose.

1.1 ELIGIBILITY CRITERIA AND TERMS AND CONDITIONS:

1. The Soil Investigation Agency/Consultant should have been in the field of Soil Investigation consultancy for a minimum period of 05 years in Central Govt./State Govt./Central or State Govt. Undertakings.
2. The Soil Investigation Agency/Consultant should have valid GST registration certificates and PAN.
3. The rate will be fixed on the basis of the least quoted rate.
4. The soil investigation consultant/firm shall be empanelled with the Central Govt./State Govt./Central or State Govt. Undertakings.
5. The field of investigation work shall cover the entire Bihar spanning in various Grid Substations (GSS).
6. The period of empanelment shall be initially for a period of three years which can be further extended if required.
7. The department may empanel more than one agency.

8. The quoted rate shall include all the relevant taxes.
9. After selection each agency have to deposit a security deposit money of Rs.20000/-(Twenty Thousand Only) in form of DD issued by any nationalised bank in favour of Sr. Manager, BSPTCL payable at Patna.
10. The quotation complete in all respects along with the enclosures should reach the office of the undersigned latest by 3 PM of 23.08.2018 which shall be opened at 3:30 PM of same day in the presence of agencies/firms or their authorized representatives.
11. The undersigned reserves the right to reject one or all the offers without assigning any reason thereof.
12. In case of any difficulties, the bidder can contact the office of the undersigned.
13. The notice is also available on www.bsptcl.in
14. The decision of Engineer-in-Charge regarding the type of soil shall be final and will be final and binding upon the agencies.
15. The agency shall have well established lab set up for performing the requisite tests which shall be verified by the BSPTCL officials.
16. The bore hole shall be done for a minimum of 10 meters.

1.2 BROAD SCOPE OF SERVICES:

The broad scope of services under this contract shall be the as follows:-

(i) Taking disturbed/undisturbed samples including packing/sealing in approved and tight containers (ii) Handling and transporting them to laboratory (iii) Field work of boring and sampling (disturbed/undisturbed) (iv) Standard Penetration Test (v) Dynamic Cone Penetration test (vi) Laboratory test of compression (vii) Undisturbed Shear tests (viii) One dimensional consolidation tests (ix) Detailed report for liquefaction (x) Routine classification tests, compaction and CBR test as per relevant IS codes and recommendation for the suitable type of foundation as per the soil report (xi) Soil resistivity test for earth mat design in the switchyard (xii) The carriage of all plants and equipments to the sites and back after completion of work including all establishment charges etc for the complete job. The scope of soil investigation shall be in normal soils, soft/weathered rocks and hard rock.. Further the consultant is supposed to submit a report that shall be having the following details:

Reporting of the soil investigation report: Findings to be issued in an interpretive report that will include:

1. Site plan indicating trial hole locations and soil types;
2. Site observations, photographs and soil descriptions;
3. Results and interpretation of all analyses,
4. Discussion on top soil and subsoil quality and suitability for use as growing media for landscape purposes.
5. Outline recommendations for handling and ameliorating the soils for re-use for landscape construction.

BSPTCL expects the consultants to illustrate the interest and commitment to utilize the best construction practices, materials, techniques in order to promote fast, efficient, economical and sound completion of the works. The detailed scopes of services to be rendered under this contract are as given in the section 2.3 Scope of Services.

1.3 REQUEST FOR PROPOSAL

The firm's having proven track of providing the above services are invited to submit their **RFP for prequalification and financial proposals** for the above consultancy services. The selection will be through a competitive bidding which will be single submission and have **two stages of selection process viz., pre-qualification/Technical proposal evaluation and financial proposal evaluation.**

1.4 BID SCHEDULE & VENUE

S. No.	Activity	Scheduled Date & Time
1.	Date of commencement of Bid	From the date of issue of NIT
2.	Place for obtaining Bid Document	Can be obtained from the office of Chief Engineer (Civil), BSPTCL or downloaded from http://www.bsptcl.in
3.	Pre Bid Meeting	13.08.2018
4.	Date and Time for Submission of Bid	27.08.2018 up to 3:00 PM
5.	Address for submission of Bid Documents	Chief Engineer(Civil), Bihar State Power Transmission Company Limited, Patna, 4 th Floor, Vidyut Bhawan, Patna – 800001
6.	Venue of Opening of Technical Bid	Bihar State Power Transmission Company Limited, Patna, 4 th Floor, Vidyut Bhawan, Patna
7.	Date & time of Opening of technical Bid	27.08.2018 up to 3:30 PM
8.	Date & time of Opening of Financial Bid	To be notified after evaluation of technical bid

1.5 SUBMISSION FORMAT

The Bidding Process shall be in two parts, viz. Part- I: Technical Bid

Part- II: Financial Bid

Technical & Financial Bids are to be submitted on same date and time. The Technical bid and financial bid will be sealed in different envelopes super scribing “TECHNICAL BID” AND “FINANCIAL BID” respectively. Both the bids will be sealed in a bigger envelope and super scribed as “EOI cum RFP for Empanelment of Consultants for Soil Investigation in various Grid Substations”

The bidder should take care in submitting the bid properly filed so that enclosed papers are hard bound. The bid document should be properly numbered and signed on each page by the authorised signatory of the company under company seal and submitted in proper manner.

1.6 COMPONENTS OF RFP DOCUMENT

1. Eligibility, Selection Process and Timeline
2. Instructions and Deliverables

ANNEXURE – I is the format for Technical Bid – Submission Forms

ANNEXURE – II is the format for Financial Bid.

ANNEXURE – III is the format of Agreement to be signed between BSPTCL
And the engaged firm.

ANNEXURE – IV is the General Conditions of Contract

ANNEXURE – V is the Special Conditions of Contract

Bids with all the relative annexure and the detailed proposal of the bidders solicited herewith in this document should be submitted to the address mentioned above by the date of Submission of Bid as per Clause 1.4: Bid Schedule & Venue.

To ensure uniformity at the time of evaluation and finalization of offers, the bidders are requested to *follow the format & procedure* indicated in the Annexure.

1.7 DOCUMENT FEE

The bidding document can be obtained from the office of Chief Engineer (Civil) by paying a non- refundable Document Fee of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft in favour of “Sr. Manager (F&A), BSPTCL” payable at Patna. In case of bidders downloading the document from the website, the above mentioned document fee is to be submitted along with the Bid.

1.8 PERFORMANCE GUARANTEE

The shortlisted consultants shall have to submit a Performance Security of amount Rs. 20,000/- (Rupees Twenty Thousand Only) either in the form Demand Draft or in the form of Bank Guarantee in favour of “Sr. Manager (F & A), BSPTCL payable at Patna. The performance security shall have to remain valid for a period of Empanelment i.e. three years from the date of short listing (The consultants shall ensure validity of Performance Security through extension/a fresh submission of Demand Draft or by extension of Bank Guarantee validity).

1.9 EVALUATION OF TECHNICAL BID AND CLARIFICATIONS

The Technical bids will be examined by the Evaluation Team as decided by BSPTCL which may call for clarifications/ additional information from the bidders which must be furnished to the Evaluation Team within the time stipulated.

1.10 PERIOD OF EMPANELMENT

The empanelment of the consultants will be for a period of 3 years from the ~~date of notification of empanelment~~. However, BSPTCL reserves the rights to cancel the engage of any or all the consultant/s and request a fresh proposals for empanelment at any time. The BSPTCL also reserves the right to extend the period of empanelment of consultants for a further period of three years, one year each at a time, depending on the requirement and performance of the consultant. The decision of BSPTCL in this regard would be final.

1.11 VALIDITY OF PROPOSAL

Financial Bid of the bidders who have been short-listed by the BSPTCL (qualified in the technical evaluation) will only be opened. The price/rate quoted in Financial Bid shall be exclusive of GST and inclusive of all other charges, transportation charges, documentations and any other charges etc. The financial quotes as agreed upon by the consultants should be valid for the period of empanelment from the last date of submission of bid. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.

1.12 AWARD OF WORK

The work shall be awarded to the technically qualified Bidders shortlisted by BSPTCL at the rates/price as decided by BSPTCL based on the lowest rate quoted by the bidders and subsequent negotiations required, if any, in accordance with the terms and conditions of this document.

Empanelled firms from outside Bihar shall be considered for award of work only when they undertake to have local office within the state or, have local resident soil investigation consultant (consent to be attached) for the period of completion of project or for a period as mutually agreed for desired level of co- ordination.

2. Instructions and Deliverables

2.1 BIDDING PROCESS

1. The Proposal is being invited in Single Stage Double Envelope Process.
The technical details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP document should be submitted.
2. Any incomplete or ambiguous terms/conditions/quotes will tend to disqualify the offer.
3. BSPTCL reserves the right to accept / reject any or all Proposal/s without assigning any reasons therefore.
4. Any new set of terms and conditions from the bidders is not acceptable to BSPTCL.
5. BSPTCL reserves the right to stop/annul the process at any stage and go in for fresh bidding without assigning any reasons thereof.
6. BSPTCL may, in its absolute discretion, seek additional information or material from any applicant after the Bidding closes and all such information and material provided shall be taken to form part of that Applicant's proposal.
7. Applicants should provide details of their Fax, email and full address(s) to ensure that replies to Bids could be conveyed promptly.
8. BSPTCL may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the bidding closes to improve or clarify any response.

2.2 DETAILS OF RFP DOCUMENT

1. Please read the terms & conditions laid down in this document carefully.
2. Please fill in the relevant information appropriately in the blanks provided.
3. Please sign in full by the Authorised Signatory (ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.
4. Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
5. No advance copy of bid through Email/Fax or in any other form should be disclosed to any of the employee/consultant of BSPTCL.
6. No consideration will be given to bids received after the time stipulated above. Any extension of time shall be sole discretion of BSPTCL.
7. Canvassing/Cartel in connection with bidding process is strictly prohibited

and bids submitted by bidders who resort to canvassing are liable to be rejected.

8. The Firm should not have been black listed by any Agency / Govt. Bodies / PSUs etc.

2.3 PROFESSIONAL FEES PAYABLE

- 2.3.1 The total Fee payable for all services mentioned in items 'SCOPE OF WORK' shall be per meter length of the bore hole.
- 2.3.2 In addition, GST applicable as per Govt. of India norms (at present 18%) would be payable on the Professional Fee payable.
- 2.3.3 Traveling expenses to the site including lodging / food etc. by the principal consultant/ sub-consultants is included in 2.4.1 above
- 2.3.4 All reports and documents will be submitted in 04 (four) sets free of cost. Additional Copies would be supplied on actual cost.
- 2.3.5 Any delay in agreed deliverable time schedule will invite penalty @1% per week subject to Maximum 10 % of the fee. Delay and unsatisfactory performance may lead to disqualification of consultants and termination of agreement with due showcase.

2.4 PAYMENT SCHEDULE

Payments to the consultant shall be made according to the following schedule for each task/deliverable of contract. **Payment will be made when deliverables are submitted to the satisfaction of the Authority.**

- 100 % of the fee- after submission of Soil investigation report subject to the satisfaction of the Authority.

2.5 TIME SCHEDULE

(a)	Work Order / Agreement	
i)	Submission of soil investigation report	30 days after (a)

For each Package as decided the time schedule for the buildings / works to be taken up shall generally be as follows unless otherwise specifically written instructed by the Client.

2.6 MODIFICATION

Modification of the terms and conditions of this Contact, including any modification of the scope of the Services or of the Contact Price, may be made on mutual consent and shall not be effective until a written agreement to this effect is entered into between the Parties.

2.7 AGREEMENT

The draft Agreement is enclosed with RFP and will be finalized and concluded with the shortlisted Consultants.

2.8 PREPARATION OF PROPOSAL

1. In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
2. The Proposals shall be submitted in original. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialled with date by the person or persons who sign(s) the Proposal.
3. An authorized representative of the Consultant shall put his seal and initial on each page of the Proposals. The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal. If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietary.
4. Over-writing should be avoided. Correction, if any should be made by neatly crossing out, initialling, dating and rewriting.
5. The same must be deposited in the tender box at the submission address on or before the time and date stated specified in the RFP. Any Proposal received after the closing time for submission shall be rejected.

2.9 OPENING OF PROPOSAL

1. On the date and time specified for opening, first the outer envelope will be opened followed by opening of Technical Proposals in the presence of the Consultants or their authorized representatives who wish to participate. The same will be evaluated by BSPTCL for short listing of technically qualified consultants. The financial bids of only the technically qualified consultants shall be opened.
2. The subsequent date & time of openings of the financial bids will be intimated separately to the qualified consultants.

3.0 SUBMISSION FORMS

1. Letter of Submission of Proposals (Form -I)
2. Document fee in the form of Demand Draft

3. Firm Empanelment Details
4. Organization Structure of the Consultant / Firm (Form – II)
5. Details of similar Consultancy works completed in the last five years
(Form –III)
6. Details of Consultancy works on hand / in progress of similar nature of
works Only (Form – IV)
7. Details of in House Key Personnel of the Consultant (Form – V (A))
8. Sub – Consultants and their experience, if any (Form- V (B))
9. Photograph of completed consultancy services

ANNEXURE – I DETAILS OF FORMS

LETTER OF SUBMISSION OF PROPOSAL

(On the Letter head of the Consultant)

From:

(Name and Address of Firm)

To:

Chief Engineer (Civil)

Bihar State Power Transmission Company Limited

4th Floor, Vidyut Bhawan, Bailey Road,

Patna – 800 001

Sub: - Submission of EOI cum RFP for Empanelment of Consultant for Soil investigation in various GSSs.

Sir,

Duly authorizing to represent and act on behalf of the sole applicant. I/We, the undersigned, having reviewed and fully understood of the RFP requirements and the information provided and in accordance with your RFP dated _____, I/We are submitting our proposal for empanelment of Consultant for Soil investigation in various GSSs. The proposal includes the Technical proposals and a Financial Proposals in sealed envelopes. I/We undertake that if the work is awarded, we will execute the majority of work from the office in Patna. The designs, drawings etc., will be done from our office at Patna.

I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by BSPTCL and in any subsequent communication sent by BSPTCL, including the Draft Consultancy Agreement forming part of RFP Document. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from BSPTCL. Our proposal contains no conditions.

The proposals are valid for a period of three years from the submission due date. If negotiations are held during this period I/We undertake to negotiate, is binding upon us and subject to the modifications resulting from contract negotiations.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and

understanding. I/We would be solely responsible for any errors or omissions in our Bid.

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

We remain,

Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of the Firm

Address, Telephone:

Please furnish the power of Attorney if applicable for signing the proposals (on a stamp paper of appropriate value.

ORGANISATION STRUCTURE OF THE CONSULTANT / CREDENTIALS

A. Firm Details:

1. Name of the Firm:
2. Year of Establishment:
3. Legal status of the Firm
 - a. Individual
 - b. Proprietary firm
 - c. A firm in partnership
 - d. A limited Company or Corporation
4. Narrative description of the Firm: Please specify the field of services.
5. Office Address /Telephone No / Fax No / email id / website:
6. In case of change of Name of the Firm, former Name / Names and year/ years of establishment:
7. Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.
8. Has the applicant or any constituent partner ever abandoned a consultancy job.
9. Has the applicant or any constituent partner ever debarred from taking up work in Govt. and Undertakings .

B. Details of the Consultant, partner/ director, empanelment with State Govt./Central Govt./State Govt. Undertaking /Central Govt. Undertaking (enclose copy of the same).

Signature of Authorized Representative with Seal:

(Please furnish letter of authorization)

**DETAILS OF SIMILAR CONSULTANCY SERVICES / WORKS
COMPLETED DURING THE LAST FIVE YEARS**

SI No	Name of Project	Name of Central / State / Govt., under taking / institution/local body or Authority	Cost of consultancy services (Rs -)	Date of commencement	Date of completion	Name, address and Contact details of person / officer to whom reference can be made

Note:

- The consultancy works of Central / State Govt. / Govt. undertaking /PSU shall be considered for evaluation.
- Specify the services rendered by the applicant and his sub-consultant
Clearly in each of the above projects
- Firm's references with best illustrative qualification should be enclosed for each of the above projects only.**

Signature of Authorized Representative with Seal

**DETAILS OF SIMILAR CONSULTANCY WORKS IN PROGRESS /
AWARDED DURING THE LAST FIVE YEARS**

SI No	Name of Project	Name of Central / State / Govt., undertaking / institution/local body or Authority	Estimated Cost of Consultancy Services (Rs -)	Date of commencement	Expected Date of completion	Name, address and Contact details of person / officer to whom reference can be made

Note:

The works of Central / State govt / Govt undertaking /PSU shall be considered for evaluation.

Signature of Authorized Representative with Seal:

Form –V (A)

DETAILS OF IN HOUSE KEY PERSONNEL OF THE CONSULTANT

(A) Details of in house Key personnel

Sl.No	Name	Qualification	Position held	Date & Years with the Applicant Firm*	Experience of the person (in No. of Years)	His expertise
1						
2						
3						
4						
5						

Note:

*Less than one year service with the applicant will not be taken into account.

Signature of Authorized

Representative with Seal:

(B) Sub – Consultants and their experience

Sl.No	Name of the Consultant & Address	Contact person, position & Phone no/ fax / email/ details	Specialization of the Consultant	Task / Services utilized so far by the applicant in their completed / ongoing projects

Signature of Authorized Representative with Seal:

FIRM'S REFERENCES

(Relevant Services Carried Out in the Last Five Years which Best Illustrate Qualifications)

(In support of Form –III)

Using the format below, provide information on each reference assignment for which your firm/entity, either individually or as a Lead Consultant was legally contracted (add additional sheets if necessary).

Assignment Name:

Location:	No. of Key Professional Staff Provided by Your Firm:
Name of Client & Address:	Duration of assignment: Start Date. Completion date.
Approx. Value of Services (in INR):	
Role of the Firm whether Lead or Associates :	Name of Associated Consultants / Sub-Consultants, if any:
Name of Key Professional Staff (Project Director/Coordinator, Team Leader) involved and functions performed from the Firm:	
Narrative Description of Project (clearly what services were rendered by the Firm in this Project):	
Description of Actual Services Provided by your Key Professional :	

(Certificate from Employer / client regarding experience should be furnished)

Signature of Authorized Representative with Seal:

ANNEXURE – II FINANCIAL PROPOSAL SUBMISSION FORM

(On the Letter head of the
Consultant)

From: To:

(Name and Address of Firm)

Chief Engineer (Civil)

Bihar State Power Transmission Company Limited

4th Floor, Vidyut Bhawan, Bailey Road,

Patna – 800 001

Sub:- Submission of EOI cum RFP for Empanelment of consultant for Soil investigation in various GSSs.

Sir,

I/We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal (Technical and Financial). Our financial proposal is as follows;

Brief Description of the work	Unit	Rate in (Rs.)	
		In Figure	In words
(i) Taking disturbed/undisturbed samples including packing/sealing in approved and tight containers (ii) Handling and transporting them to laboratory (iii) Field work of boring and sampling (disturbed/undisturbed) (iv) Standard Penetration Test (v) Dynamic Cone Penetration test (vi) Laboratory test of compression (vii) Undisturbed Shear tests (viii) One dimensional consolidation tests (ix) Detailed report for liquefaction (x) Routine classification tests, compaction and CBR test as per relevant IS codes and recommendation for the suitable type of foundation as per the soil report (xi) Soil resistivity test for earth mat design in the switchyard (xii) The carriage of all plants and equipments to the sites and back after completion of work including all establishment charges etc for the complete job	Per meter length of bore hole		
(a) Normal Soils	Per meter length of bore hole		
(b) Soft/weathered rock	Per meter length of bore hole		
(c) Hard Rock	Per meter length of bore hole		

This amount is inclusive of all taxes and charges excluding GST.

Our financial proposal shall be binding upon us subject to modifications

resulting from contract negotiations, up to expiration of the validity period of the proposal. I/We understand you are not bound to accept any proposal you receive.

Yours
sincerely

,
Authorized Signature:

Name and Title of Signatory:

ANNEXURE – III

DRAFT CONSULTANCY AGREEMENT FOR SOIL INVESTIGATION
SERVICES

by & between

BSPTCL

and

Consultant

2018

[On a Non-judicial stamp paper of appropriate value]

This CONTRACT (hereinafter referred to as the “Contract”) is made at _____ on this the _____ day of _____, 2018 _____ by & between

Bihar State Power Transmission Company Limited, Patna having its Office at 4th Floor, Vidut Bhawan, Bailey Road, Patna – 800 001 represented herein by its (herein after referred to as “Authority” which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the ONE PART

and

_____, an Soil Investigation Consultant, and having its registered office at (hereinafter referred to as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the OTHER PART.

WHEREAS

- (a) The Authority has requested the Consultant to provide certain consultancy services as defined in this Contract (hereinafter referred to as the “Services”).
- (b) The Consultant, having represented to the Authority that it has the required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Expression of Interest cum Request for Proposal Document with all annexures
 - b) General Conditions of Contract;
 - c) Special Conditions of Contract;
2. The mutual rights and obligations of the Authority and the Consultant. EOI cum RFP for Empanelment of Consultant for Soil Investigation Services 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 Authority 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 BSPTCL ('Authority')

(Authorized Signatory)

Witness-

For and on behalf of _____ ('Consultant')

(Authorized Signatory)

Witness-

ANNEXURE IV - GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms & expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:

(a) “Applicable Law” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Contract or thereafter, in any jurisdiction.

(b) “Consultant” shall mean and refer to _____ that will provide the Services to the Authority under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is EOI cum RFP document, General Conditions (GC), the Special Conditions (SC), and the Appendices, as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6;

(e) “Effective Date” means the date on which this Contract

comes into force and effect pursuant to Clause GC 2.1.

(f) “GC” means these General Conditions of Contract.

(g) “Government” means the Government of State of _____.

(h) “Local Currency” means the currency of the Authority’s country.

(i) “Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract

(j) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them.

(k) “Performance Security” shall mean performance security to be furnished by Consultant by way of Demand Draft/Performance Guarantee in terms of this Contract

(l) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(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 RFP Document.

(o) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(p) “Total Fee” means the net fee payable to the Consultant as described in Clause SC 5.

(q) “In writing,” means communicated in written form with

proof of receipt.

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

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

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

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

1.3 Notices 1.3.1 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.

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

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

1.4 Location The Services shall be performed at such locations as are specified in work order.

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

1.6 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay all such indirect taxes, duties, fees, and other impositions levied under the Applicable Law. The amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement and delivery of Services The Consultant shall commence and deliver the Services as specified in the conditions of the Special conditions of contract.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘Affected Party’) from performing its obligations under this Contract and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to, both

(A) take into account at the time of the conclusion of this Contract; and

(B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than seven (7) days from such event, about the occurrence of such an event.

2.5.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

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

2.5.5 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to the payment accrued to it till date as per the payment schedule set forth as GC clause 6.3.

2.5.6 Consultation Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Authority is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Termination

2.6.1 By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Authority shall give, not less than thirty (30) days' written notice of termination, to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Authority has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

2.6.2 By the
Consultant

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

2.6.2.

(a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.

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

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

2.6.3 Payment
Upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant

to the Authority):

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

2.7 Suspension

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

2.8 Cessation of Rights and Obligations

Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.6 or 2.7 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.

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 and 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 advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.1.2 Performance Guarantee

The Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee from a scheduled bank acceptable to the Authority for an amount equivalent to '.....', and shall be valid for the period stated in the RFP Document.¹⁰ Such guarantee shall be in such form, as the Authority shall have approved in writing.

3.2 Prohibition of Conflicting Activities

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

¹⁰ To be decided as per payment structure negotiated

3.3 Confidentiality

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

3.4 Reporting Obligations

(a) The Consultant shall submit to the Authority the reports and documents specified in SC hereto, in the form, in the numbers and within the time periods set forth in the said SC.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said SC

3.5 Documents Prepared by the Consultant to be the Property of the Authority

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. The consultant will not use these documents for their future use except, with the written consent of the Authority.

3.6 Law Governing services

Primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices shall be of the Consultant and the Consultant shall keep the Authority (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof.

3.7 Indemnification

The Consultant hereby agrees to indemnify and defend the Authority and its representatives and employees, and hold the Authority, its representatives, employees harmless from:

(a) Against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable laws and other related laws and / or that may arise out of breach of any covenants of this Agreement including those arising out of any accident that may occur during or in relation to the Services as may be proceeded against the Authority for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;

(b) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub- contractor or agency engaged by Consultant;

(c) Damages and losses resulting from the non-compliance with the obligations established hereunder;

(d) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the Consultant;

(e) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;

(f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due

to neglect, omission or intentional act of the Consultant.

4. CONSULTANT'S

PERSONNEL

4.1 Description of
Personnel

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

5.1 Assistance and
Exemptions

5. OBLIGATIONS OF THE AUTHORITY

The Authority shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Access to land

Subject to Applicable Laws, the Authority warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

5.3 Change in
applicable law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties on the subject matter of this Contract or in relation thereto, which increases or decreases the cost or reimbursable expenses 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

responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

6.4.2 Notwithstanding Clause 6.3, the Consultant shall be fully responsible for the accuracy of design and drawings of the structures. All drawings for structures shall be duly signed by the respective consultant. The designs and drawings not signed as mentioned above shall not be accepted. The Consultant shall indemnify the Authority against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Authority shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.

6.5 Retention
Money

An amount equivalent to 10% of the Contract Price shall be retained till the completion of the project construction works and the same will be released after the completion of Project

7. 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.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

ANNEXURE V - SPECIAL CONDITIONS OF CONTRACT
AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE
GENERAL CONDITIONS OF CONTRACT

1. The English language shall be the official language for all purposes; and English language may be changed to any other language with the agreement of both the parties

2. The addresses for communication are:

Authority : _____

Attention: _____

Facsimile :

E-mail: _____ Consultant:

Attention: _____

Facsimile: _____

E-mail: _____

3. Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 (twenty four) hours following confirmed transmission.

(c) In the case of telegrams, 24 (twenty four) hours following confirmed transmission; and

(d) In the case of facsimiles, 24 (twenty four) hours following confirmed transmission.

4. The Authorized Representatives are:

For the Authority: _____

For the Consultant: _____

5. The Consultant shall, as a consideration for the services rendered towards the Assignment, be entitled to an agreed fees plus applicable Service Tax as may be levied under the laws of India (subject to tax deduction at source as per Applicable Law).

6. The Consultancy Fee, as and when becoming payable as per terms hereof, shall be inclusive of all out of pocket expenses including manpower costs, and costs of deliverables.
7. The Consultancy Fee shall be subject to tax deductions at source as per Applicable Law.
8. The Consultant shall, while raising the invoice for the payments, provide the breakup of service tax as included in the payment for which invoice is being raised. The Consultant shall also quote the service tax registration number, nature of service for which registration is obtained and its PAN No. on all the invoices raised for the payment.
9. The Architects while submitting the working drawings/BOQ shall invariably indicate the construction work program based on the work breakdown structure in the form of a Gantt chart which shall form a part of the tender document to be released to the contractors and which shall form the criteria for levying any penalty applicable to the contractor.

10. Payment Timeline

The payment to the consultant shall be made after successful achievement of the deliverable and approval of authority. Not with standing anything contrary to the terms and conditions of this contract, BSPTCL shall endeavour to its best efforts to make payments to the consultant in accordance with the terms and conditions as detailed in this document. It shall be ascertained that the payment to the consultants be made in adherence to following timelines.

A. For DPR – Within 10 days of approval by Competent Authority

B. For WD & BOQ – Within 15 days of technical sanction by competent authority

C. for Intermediate/Supervision Payments – Within 15 days of payment of Contractor's Bill for the relevant milestone achieved.

11. Dispute Settlement

All disputes shall be subject to jurisdiction of Patna.

12. Amicable Settlement

BSPTCL shall be the arbitrator for amicable settlement of any or all disputes

related to this contract.