INTERNATIONAL COMPETITIVE BIDDING

TENDER DOCUMENT
FOR
CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

Cost of Tender Document: Rs. 1500/- (Non Refundable)

OFFICE:
DEPUTY COMMISSIONER-CUM-MANAGING DIRECTOR
JHARIA REHABILITATION & DEVELOPMENT AUTHORITY
HATIA MORE, GOLF GROUND ROAD, HIRAPUR
DHANBAD – 826001
The offer shall be submitted in two parts in two separate sealed envelopes and shall be dropped on the specified date and time, in the sealed box tiled with Tender Number and kept at:

Entrance lobby
First floor,
Dhanbad Collectorate
Dhanbad – 826001

The offer must be submitted on 03.08.2009 between 10.00 hrs. IST to 15.00 hrs IST. Part– I of tender will be opened on 03.08.2009 at 15:30 hrs in presence of tenderer’s representative who chooses to be present. Time and date of opening of Price Schedule ie. Part – II of the tender will be intimated to the technically acceptable tenderers, after evaluation of Part – I

Issued to M/s

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Signature of Officer issuing the Document

Name & Designation
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TENDER DOCUMENT
FOR

CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – I

NOTICE INVITING TENDER
1. DETAIL TENDER NOTICE

TENDER NO.: 1/09-10

1. Sealed Tender in TWO PARTS, are invited for and on behalf of Jharia Rehabilitation and Development Authority by the Managing Director from Indian and Foreign Reputed, Established Consulting Firms satisfying the mandatory requirements of evaluation criteria as per the particulars given below:

Name of the work:- Consultancy Work including Project Management Consultancy work for Jharia Rehabilitation Master Plan

Eligibility Criteria for Applicant /Bidder to qualify for this EOI is listed below:-

i. An aggregate of the tangible Net worth (averaged over the immediate Past three audited years) of at least Indian Rupees Fifteen Crores (INR 15 Crores or equivalent US$)

ii. Annual turn over of at least Indian Rupees Twenty crores (INR 20 crores or equivalent US$ ) averaged and aggregated over the immediate past three years in town planning, civil engineering consultancy and architectural consultancy.

• The bidder must have experience of having successfully completed during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited either of the following -

iii. Three works each of Town Planning, design of Integrated Township on land not less than 700(Seven hundred) acres.

Or

Two works each of Town Planning, design of Integrated Township on land not less than 1000 (one thousand) acres.

Or

One work of Town Planning, design of Integrated Township on land not less than 1500 (One thousand five hundred) acres.

iv. Solvency of at least Rs. 2 (two) crores issued by Nationalised Bank in last six months.

Similar work means Preparation of Detailed Project Report for Township Planning and Design under construction or commissioned.
1. The completion time for the contract is 12 Calendar months from the date of the award of work (including monsoon period and Holidays).

2. Chairman of J.R.D.A. shall be the “Accepting Authority” hereinafter referred to as such for the purpose of the contract.

3. The tender document (Non –Transferable) containing technical specifications and relevant details can be collected in person from the S.E., JRDA, Hatia More Golf Ground Road Hirapur, Dhanbad, on any working day from 10.07.09 to 01.08.09 between 10:00 hours IST and 15:00 hours IST on payment of Rs 1500/- (Rupees One thousand and Five Hundred only) by crossed Demand Draft, payable at Dhanbad drawn in favour of Deputy Commissioner-cum-Managing Director, JRDA. The interested Tenderers can submit a written request addressed to Deputy Commissioner-cum-Managing Director, JRDA, Hatia More, Golf Ground Road, Hirapur, Dhanbad-826001, superscribing the envelope with 'Request for Tender Document No 01/09-10 on their Company's Letterhead, clearly bringing out in their request the tender no. and subject of the tender sought by them. Tenderers should also enclose the requisite tender fee. Payment by Cash or Cheque is NOT acceptable. The Tenderers shall write their Company's Name and Tender Number on the reverse side of Demand Draft. The tender document can also be downloaded from website http://dhanbad.nic.in, http://coalindia.nic.in, http://bccl.cmpdi.co.in, www.jharkhand.gov.in during the above period and the cost of the tender shall be paid at the time of submitting the bid by crossed Demand Draft, payable at Dhanbad drawn in favour of Deputy Commissioner-cum-Managing Director, JRDA. The offer not accompanied with the tender fee at the time of submission of tender will be rejected. All those who download from internet should intimate the authority mentioned at clause 24 their company name, contact person, address, phone number and fax number so that compiled response to queries can be sent to them.

5. The tender shall be accompanied by earnest money of Rs 10 lacs (ten lacs) The earnest money shall be paid in any one of the following forms:-

(a) Demand Draft of any Scheduled Bank drawn in favour of Deputy Commissioner-cum-Managing Director, JRDA, Payable at Dhanbad.

(b) Bank Guarantee from a Scheduled Bank (guaranteed by Reserve Bank of India) irrevocable and operative 30 days after the validity of the offer (as per standard proforma attached in Annexure – 1.1), i.e., for a minimum period of 7 months from date of opening of tender.
Note: Cash, Cheque for EMD will not be accepted. Tender not accompanied with EMD shall be rejected.

6. On acceptance of tender, earnest money will be treated as part of security deposit.

7. The Tenderers shall submit the tender document in original, superscribed with the name of work. This being a TWO PARTS tender, separate sealed envelopes superscribed as Part-I containing Technical and Commercial bid and Part-II containing Price Schedule respectively shall be submitted. Both envelopes along with separate Demand Drafts for cost of the tender, (if tender document is downloaded from internet) and Earnest Money Deposit shall be placed into an outer envelope superscribed with the name of work, name of Tenderer and sealed.

8. Tenderers shall submit list of works which are in hand at the time of submitting their tender, giving name of work, name, particulars of organization and country where the work is executed, cost of work and position of work in progress.

9. Copies of the other documents and drawings pertaining to the work will be open for inspection by tenderers at the office of Superintending Engineer, JRDA, Hatia More, Golf Ground Road, Hirapur, Dhanbad-826001, Jharkhand during working hours (10:00 hrs to 17:00 hrs) with prior appointment between the dates mentioned in clause 4 above.

10. The tenderers are advised to inspect the site and its surroundings at their own cost and satisfy themselves as to the form and nature of the site before submitting their tenders. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. The tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

11. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

12. The Tenderer shall be deemed to have satisfied himself before signing of the contract, as to the correctness and sufficiency of his offer for the work and prices as stated in the contract.

13. The tenderer shall quote his rates in figures as well as in words. The total amount shall be written both in figures and in words.
14. This being a Item rate tender, only quoted rate shall be considered.

15. Security deposit shall be 5% of contract value including earnest money and will be refunded after 6 months on successful completion of the work.

16. The tenderer shall submit the tender satisfying each and every condition laid down in the tender documents, failing which, the tender is liable to be rejected.

17. The JRDA do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.

18. The JRDA reserve to themselves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates. JRDA also reserves the right to accept or reject offer in full or in part without assigning any reasons.

19. This Notice Inviting Tender shall form part of the Contract document.

20. Both Part-I & Part-II together form the complete bid. Therefore both the parts are required to be submitted within the due date and time as indicated in para 28 of this section. Any violation of this condition shall lead to rejection of the bid. The Commercial terms and conditions without price shall be submitted along with Part-I – Technical and Commercial bid except price in the enclosed format.

21. Part-II – Price bid shall contain only the quantity schedule and price.

22. The tenderer shall take special care not to mix up price details submitted against Part-II (Price bid) with Part-I (Technical and Commercial bid except price) and vice versa. Any violation of this condition may lead to rejection of his tender.

23. All clarifications/changes if any in technical/commercial conditions shall be furnished by the bidders prior to opening of Part-II (Price Bid) and no change in this regard will be accepted after opening of Part-II.

24. All communications in respect of this Tender shall be addressed only to the Dy Commissioner-cum-Managing Director, JRDA, Hatia More Golf Ground Road, Dhanbad-826001, Jharkhand from the date of issue of tender and till the finalization of the tender.

25. It must be clearly understood that any contract concluded pursuant to invitation to this offer, shall be governed by the general conditions of the consultancy contract, as indicated in Section-3, of this tender document. The same shall be read along with the Special conditions, as indicated in Section-4. Tenderers must, therefore,
take special care to go through these general conditions of consultancy contract and in exceptional cases, if any deviations are proposed, the same must be clearly indicated in their bid. It should also be realised that failure to bring out deviations from the General Conditions of the Consultancy Contract contained in Section-3 of the tender document will imply that the tenderer is willing to execute the contract as per JRDA terms and conditions, stipulated in the consultancy contract. The required details on Evaluation criteria as outlined in Section-6 shall be duly filled up, while submitting the tender.

26. Pre-bid meeting will be conducted at **10:00 hrs IST**, in JRDA Office, Dhanbad-826001, on **20.07.09** Tenderers may request for clarification if any, on tender documents in the written form; which should reach JRDA seven (7) days prior to the date of pre-bid meeting. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client’s address given below:

Superintending Engineer, JRDA,
Hatia More
Golf Ground Road
Dhanbad-826001

Telephone 0326-2221045, Fax –0326-2312602

The Client will give clarifications during pre-bid meeting to the written queries received within stipulated time and will send by facsimile or electronic mail compiled copies of the response (including an explanation of the query but without identifying the source of inquiry) to all tenderers who have informed their interest. The clarification shall also be displayed on JRDA website.

At any time before the submission of Bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the tender documents, which will be binding. The Client may at its discretion extend the deadline for the submission of Bid or may annul the bidding process without assigning any reason whatsoever.

27. Late and delayed tenders, unsolicited post tender offers and pool tender revisions should not be accepted at all.

28. The tenders shall be received up to **15:00 hours IST on 03.08.09** and Part-I of tender (Technical and commercial bid excluding price bid) will be opened on the same day at 15:30 hrs, in the presence of the Tenderers or their authorized representative. In case, the day of opening the tender is declared as a Holiday, the tenders will be opened at the same time and venue on the next working day. The completed Part –I and Part – II of the bids, must be dropped in a sealed box titled with Tender Number (Tender Box) and kept at Entrance lobby first floor,
Collectorate, Dhanbad-826001. Late and Delayed bids WILL NOT (REPEAT) NOT be considered and, therefore, it is in the interest of the tenderers to ensure that the bids are dropped in the Tender Box within the specified time limit.

29. Part-II (Price Bid) of technically and commercially acceptable tenderers (based on evaluation of Part-I) will be opened in the presence of authorised representatives who wish to participate in the opening of the tender. Time and date of opening of Price schedule will be intimated subsequently to the technically acceptable tenderers after evaluation of Part-I.

30. The bidder shall keep the bid(s) valid for acceptance by the Owner for a minimum period of 180 days from the date of opening of the bid(s). However, the parties shall be free to extend by mutual agreement.

Deputy Commissioner, Dhanbad -cum-
Managing Director,
JRDA. Dhanbad
ANNEXURE-1.1 PROFORMA BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non Judicial Stamp paper of the value in accordance with stamp act, the stamp paper to be in name of Executing Bank)

Ref:…………………… Date…………………………

Bank Guarantee No…………………………

To

JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY.

Dear Sir,

In accordance with your Notice Inviting Tender for __________________ under your tender No._________________ dated _________________M/s. __________________ (hereinafter called the tenderer) with following directors on their Board of Directors/ Partners of the firm.

1 _______________________ 2 _____________________________
3 _______________________ 4 _____________________________
5 _______________________ 6 _____________________________
7 _______________________ 8 _____________________________
9 _______________________ 10 ____________________________

wish to participate in the said tender for the following :

1 ______________________________________________________________________
2 ______________________________________________________________________
3 ______________________________________________________________________

whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with Jharia Rehabilitation and Development Authority. (hereinafter referred to as “Authority”) amounting to Rs.……………………………………… or
alternatively the tenderer is required to submit “Bank Guarantee “ from a nationalized 
bank irrevocable and operative till 30 days after the validity of the offer (180 days from 
the date of opening of tender), for the like amount which amount is likely to be forfeited 
on the happening of contingencies mentioned in the tender documents. And whereas the 
tenderer desires to secure exemption from deposit of Earnest Money and has offered to 
furnished a Bank Guarantee for a sum of Rs…….. to the Authority for the purpose of 
securing exemption from the deposit of earnest money.

(as per standard proforma attached), which is valid for a minimum period of 5 months 
from date of opening of tender.

1. NOW THEREFORE, we the …………………….. Bank, a body corporate 
constituted under the Banking Companies (Acquisition and Transfer of 
undertakings) Act 1969 and having a branch office at …………… (hereinafter 
referred to as the bank”) do thereby undertake and agree to pay on demand in 
writing by the Authority, the amount of Rs………….. 
(Rupees………………………………………………………………) to the Jharia 
Rehabilitation and Development Authority. without any demur, reservation or 
recourse.

2. We, the aforesaid Bank, further agree that the Authority shall be the sole judge of 
and as to whether tenderer has committed any breaches of any of the terms and 
conditions of the tender and the extent of loss, damage, costs, charges and 
expenses caused to or suffered by or that may be caused to or suffered by the 
Authority on account thereof the extent of the Earnest Money required to be 
deposited by the Tenderer in respect of the said Tender document and the decision 
of the Authority that the Tenderer has committed such breach or breaches and as 
to the amount or amounts of loss , damage, costs, charges and expenses caused to 
or suffered by or that may be caused to or suffered by the Authority shall be final 
and binding on us.

3. We, the said Bank further agree that the guarantee herein contained shall remain 
in full force and effect until it is released by the Authority and change in the 
constitution, liquidation or dissolution of the Tenderer, shall not discharge our 
liability guaranteed herein.

4. It is further declared that it shall not be necessary for the Authority to proceed 
against the Contractor before proceeding against the Bank and the Guarantee 
herein contained shall be enforceable against the Bank notwithstanding any
security which the Authority may have obtained or shall obtain from the Contractor at the time when proceeding are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.

5. The right of the Authority to recover the said amount of Rs…………………….. (Rupees…………………………………………………………………) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s……………………… (Tenderer) and/or that any dispute or disputes are pending before any authority, officers, tribunal or arbitrator(s), etc.

6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs………………………………… (Rupees………………………………………. ……..) and our guarantee shall remain in force upto ……………………………..... And unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ………………. all your rights under the guarantee shall be forfeited and we shall relieved and discharged from all liabilities thereunder.

Date: __________________
Place:__________________

(Signature)_____________________
(Printed Name)_________________
(Designation)_________________
(Bank’s Common Seal)___________
(Authorization No.)______________

In the presence of:

Witness
(1)_________________
(2)_________________
JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY
DHNBAD – 826001

TENDER DOCUMENT
FOR
CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – II

CONTRACT MEMORANDUM
2. CONTRACT MEMORANDUM
(To be signed by tenderer before submission of tender)

TENDER FOR CONSULTANCY WORKS

I/We hereby tender for the execution for the Jharia Rehabilitation and Development Authority the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule 1 hereof and the General Conditions of Contract, by and in all respects in accordance with such conditions so far as possible.

MEMORANDUM

a) General Description : Consultancy work for preparation of Detailed Project Report for
b) Estimated Cost : Rs ………. Lakhs (Rs …………..) (U.S. ………. approximately @ US $ 1= Rs …… approximately)
c) Earnest Money Deposit : Rs. 10 (ten) lakhs.
d) Security Deposit : 5% of contract value.
e) Time allowed for the work : Twelve (12) Calendar months (including monsoon and holidays) from the date of award of work.

RULE-1

Should this tender be accepted, in whole or in part, I/We hereby agree –

i) To abide and fulfill all the terms and provisions of the said conditions annexed here to and all the terms and provisions contained in notice inviting tenders so far as applicable, and/or in default thereof to forfeit and pay to Jharia Rehabilitation and Development Authority or his successors in office, the sum of money mentioned in
the said conditions. A demand draft / Bank guarantee of a scheduled bank guaranteed by the Reserve Bank Of India is submitted as Earnest Money.

If I/We fail to commence the work specified in the above memorandum I/We agree that the said Jharia Rehabilitation and Development Authority or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Other wise the said earnest money shall be retained by Jharia Rehabilitation and Development Authority towards Security Deposit mentioned against Clause (d) of the above mentioned memorandum.

ii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations/modifications resulting in change of scope, as may be ordered, at the rates quoted in the tender document for respective items.

I / We hereby declare that I/ We have neither been debarred nor depicted by any Government department / PSU.

Dated the ____________________ day of _________________2008____________

Witness+____________________________ Signature * _____________________

Address : ____________________________

Occupation : ____________________________

The above tender is hereby accepted by me on behalf of the Jharia Rehabilitation and Development Authority.

Dated the _______________________ day of _________________________ 2008

Signature# ________________________

* Signature of Contractor before submission of tender.
+ Signature of witness to contractors signature.
# Signature of the officer by whom accepted.
GENERAL CONDITIONS OF CONSULTANCY CONTRACT
3. **GENERAL CONDITIONS OF CONSULTANCY CONTRACT**

3.1 **GENERAL**:

The ‘Consultancy’ means the service to be provided by an external expert or group of experts either individual or through a Corporate set up permissible under the law, to JRDA.

3.2 **DEFINITION**:

The following words and phrases shall have the meaning as herein set out wherever they appear in this document unless the context otherwise requires

(a) ‘Owner’ or JRDA or ‘Client’ shall mean the Jharia Rehabilitation and Development Authority, and shall include its nominated officer(s), legal representatives and successors.

(b) ‘Engineer-in-Charge’ shall mean an Engineer so appointed by the ‘Owner’ responsible to direct, supervise and be in charge of the work.

(c) ‘Specification’/’Tender Document’ shall mean the technical specifications and the Conditions of contract forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

(d) ‘Letter of Award’ shall mean and include the official communication(s) issued by the Owner notifying the Consultant that the Consultant’s proposal has been accepted by the Owner.

(e) ‘Consultant’ means the person to whom Consultancy contract has been awarded by the Owner.

(f) “Date of Contract” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective Date of Contract, whichever is earlier.

(g) “Week” shall mean a continuous period of seven (7) days.

(h) The words imparting singular shall also include the plural and vice-versa where the context so requires.

3.3 **VALIDITY OF BIDS**:

The bidder shall keep the bid(s) valid for acceptance by the Owner for a minimum period of 180 days from the date of opening of the bid(s). However, the parties shall be free to extend by mutual agreement.
3.4 **EARNEST MONEY DEPOSIT (EMD) :**

1) The bidder(s) shall be required to pay in cash or deposit with the Owner ‘Earnest Deposit’, in the form of Demand Draft or Bank Guarantee, drawn in favour of ‘JRDA’ and payable at a place as specified by the Owner, for an amount equal to 2% of the estimated value of the work shown in NIT, along with the Tender.

2) The bids received without Earnest Money Deposit shall be summarily rejected by the Owner without any further correspondence.

3.5 **ACCEPTANCE OF BID(S) :**

1) Acceptance of the Bid(s) by the owner shall be sent to the bidder(s), which shall form part of the agreement. Failure and negligence to accept the ‘letter of award/order’ on the part of the bidder shall entitle the owner to forfeit the EMD.

2) No intimation shall be sent to the unsuccessful bidders. However, the EMD shall be refunded to the unsuccessful bidders within 30 days from the date of issue of ‘letter of award’.

3.6 **SECURITY DEPOSIT (SD) :**

1) Where rates quoted are ‘all inclusive fee’, in such cases the ‘security deposit’ shall be calculated and paid/deposited at the following rate(s).
   i. For Contract Value upto Rs. 50 lakhs - 10% of Contract Value
   ii. For Contract Value more than Rs. 50 lakhs - 5% of Contract Value

2) In case, where quoted price in the Consultancy work are accepted with payment of ‘fee element’ separately, the Security Deposit shall be computed and recovered at a flat rate of 10% of ‘fee amount only’.

3) Security Deposit shall be paid or deposited either in the form of Demand Draft/ Bank Guarantee by the Consultant or it shall be recovered from the Consultant’s running bills @ 10% of bill value (in case of contract falling under clause 2) above, the recovery will be on fee amount) till the full amount of Security Deposit as computed above, is built up. The amount of EMD deposited by the bidder at the time of submission of bid, shall be converted into Security Deposit.
4) Amount kept as Security Deposit with the Owner, shall not bear interest and the same shall be refunded to Consultant after satisfactory completion of the contract and certification by Engineer-in-charge.

3.7 PERFORMANCE OF THE WORK:
The work shall be performed or the services shall be rendered by the Consultant in accordance with the specification(s) described in the letter of award/agreement. The changes/modifications, if any, required during execution of contract and which are approved by Owner/Engineer-in-charge shall become part of Agreement.

3.8 PAYMENT OF FEES/REMUNERATION:
Monthly running bills shall be submitted by the Consultant to Engineer-in-charge for the work carried out/consultancy rendered to JRDA on the basis of such records which are to be submitted to Engineer-in-charge. The bill will be paid within 30 days of its submission to the Engineer-in-charge.

3.9 COMPLETION TIME, EXTENSION FOR DELAYS AND FORFEITURE OF EMD:
1) The consultant shall render the service and execute the work within the specified time in accordance with the terms of the agreement. The time period mentioned in the ‘Letter of Award’ shall be ‘essence of the contract’.
2) If the Consultant refuses or delays commencing the work, the Owner shall be within its right to cancel the Contract and to forfeit the ‘Earnest Money Deposit’ absolutely. The decision of the ‘Owner’ in forfeiture of the ‘Earnest Money Deposit’ shall be final.
3) When execution of the work is likely to be delayed, a request for extension of time shall be made by the Consultant in writing, which shall indicate the period for which extension is desired and brief reasons therefor.
4) Engineer-in-charge, within reasonable time but not later than 90 days from the date of receipt of such request, shall give the decision as to if extension is desired to be granted or not and the period for such extension, shall be specifically mentioned in the endorsement so issued by the Engineer-in-charge.
5) The decision of the Engineer-in-charge in this regard shall be final and conclusive.

3.10 ESCALATION:
1) No escalation shall be payable by the Owner to the Consultant, in case the period of completion of the contract or rendering the services is less than
24 months duration. However, for the contract having completion period of more than 24 months, escalation shall be paid by the Owner to the Consultant, based on the provisions so provided in the letter of award/Agreement.

2) In respect of extension(s) granted by the Owner, as per the request of the Consultant, for reasons attributable to the Consultant and/or on account of force majeure, no escalation shall be paid for such extended period. However, for the period of delays in which the Owner is responsible, escalation shall be payable.

3.11 RESPONSIBILITY OF THE OWNER:

1) The Owner shall be responsible to make available all the pertinent data to the Consultant, as may be deemed necessary during the course of execution of work or rendering services by the Consultant and the payment of the bills as and when submitted by the Consultant, in time, as per the terms of the agreement.

2) The Owner shall give his decision(s) on all sketches, drawings, reports, recommendations and other documents laid before him by the Consultant, in such a reasonable time as not to delay the work of the Consultant.

3.12 OBLIGATIONS AND RESPONSIBILITY OF THE CONSULTANT:

1) It shall be the responsibility of the Consultant to complete the execution of the contract, render the services within the time frame fixed by the Owner in the agreement or within the period as may be extended, as per the terms contained in the agreement.

2) It shall also be the responsibility of the Consultant to engage and utilise the service of the competent and qualified personnel for the purpose of performing the work and rendering services so entrusted under the agreement. The personnel of sufficient experience and having adequate qualification, as may be agreed by Engineer-in-charge, shall be engaged by the Consultant.

3) If it comes to the notice of the Owner that technical persons with adequate qualifications and experience have not been deployed by the Consultant, as per the directions of the Owner, the Consultant shall be responsible and accountable to change/shift such personnel, with persons having adequate and sufficient qualifications and experience. Failure to do so shall be construed to be a default, for which the agreement could be terminated by the Owner.
4) The Consultant shall exercise all reasonable skill, care and diligence in discharge of his duties in the agreement.

5) The Consultant shall provide to the Owner, for review and approval full particulars of academic qualifications and experience and also the total number of ‘personnel’ to be employed by the Consultant, for the purpose of performing the work and rendering the service entrusted to him.

6) The Consultant shall be fully responsible for all risks arising from negligence, errors, omission, willful or otherwise, which occurs in connection with preparation of drawings, maps, plans, design and specifications and other engineering work and to supervise, execute and render services under the agreement. The Consultant shall be liable to compensate the Owner for such negligence, errors and omissions. The liability of the Consultant (if any), shall expire as per the time schedule/provision given in the contract in this respect, otherwise after 2 years from the date of the completion of the relevant part of the works or items of the work.

7) The Consultant shall provide at his own cost and risk, the personal accident insurance for the Consultants staff, to cover any risk arising out of and from the work and services to be performed under this agreement.

8) The Consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees or associates or experts, to make good the financial losses to the owner to the extent of the total value of this contract.

9) The Consultant shall not have the benefit either directly or indirectly of any royalty or gratuity or commission, in respect of any patented or protected article or process used, unless it is mutually agreed.

3.13 LEVY OF LIQUIDATED DAMAGES:

1) For any delays, attributable to the Consultant, in the scheduled dates/periods of completion of different activities as per the agreed work schedule, the Consultant shall pay to the Owner, compensation as Liquidated Damages (LD), calculated at the following rates, where the contract value originally sanctioned is more than Rs. 5 lakhs.
A) **Contracts where fee element is paid separately in addition to Consultancy Charges:**

<table>
<thead>
<tr>
<th>S. N</th>
<th>Period of Contract (Originally stipulated)</th>
<th>Liquidated Damages Rate per week (on Consultancy fee amount only)</th>
<th>Maximum amount of Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion period not exceeding 6 months</td>
<td>2 %</td>
<td>10% of fee value paid under contract</td>
</tr>
<tr>
<td>2.</td>
<td>Completion period exceeding 6 months but not exceeding 12 months</td>
<td>1 %</td>
<td>-- do --</td>
</tr>
<tr>
<td>3.</td>
<td>Completion period 12 months and above</td>
<td>½ %</td>
<td>-- do --</td>
</tr>
</tbody>
</table>

B) **Contracts where rates are lump sum without separate fee element:**

<table>
<thead>
<tr>
<th>S. N</th>
<th>Period of Contract (Originally stipulated)</th>
<th>Liquidated Damages Rate per week</th>
<th>Maximum amount of Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion period not exceeding 6 months</td>
<td>1% on unfinished contract value</td>
<td>5% on unfinished contract value</td>
</tr>
<tr>
<td>2.</td>
<td>Completion period exceeding 6 months but not exceeding 12 months</td>
<td>½% on unfinished contract value</td>
<td>5% on unfinished contract value</td>
</tr>
<tr>
<td>3.</td>
<td>Completion period 12 months and above</td>
<td>¼% on unfinished contract value</td>
<td>5% on unfinished contract value</td>
</tr>
</tbody>
</table>

2) The amount of Liquidated Damages may be adjusted or set off, against any sum payable to the Consultant, under this or any other contract with JRDA, at one or more of its units.

3.14 **FORCE MAJEURE:**

1) ‘Force Majeure’ means and includes any cause, which is beyond the control of any of the parties to the agreement, which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

a) Natural phenomena such as floods, draughts, earthquakes, epidemics etc
b) Acts of war – declared or undeclared, priorities and embargoes, quarantine etc.
c) Other phenomena such as riots, civil commotion, statewide/nationwide (but not local) bandh etc.
2) Parties shall not be liable for the delays in performing their part of obligation(s), resulting from any ‘Force Majeure’ causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time, to cover the period of delay completely attributable to the Force Majeure events.

3.15 TERMINATION:

1) The Owner shall have the right, any time during the engagement of the services of the Consultant, to suspend, terminate or cancel their services, by giving written notice of not less than 15 days to the Consultant. Termination of Contract can be on any of the following:
   i) default by Consultant
   ii) fails to deliver any or all of the services/complete the work within the time period(s) specified in the contract or any extension thereof granted by owner.
   iii) fails to perform any other obligation(s) under the contract.
   iv) fails to take remedial action for its failure, within the period given by the owner for remedial action.

2) The Owner may, however, request the Consultant to resume its services without additional liability to it by giving a 15 days prior notice in writing. On receipt of such request, the Consultant shall use their best endeavour to resume their duties.

3) In the event, the contract is terminated due to reasons of unsatisfactory performance, the negligence or inordinate delays in achieving the targets, the Owner shall be free to encash the Performance Bank Guarantee or forfeit the Earnest Money Deposit/Security Deposit, fully or partially, as may be decided by the Owner.

4) The right to terminate the contract shall be vested with the Owner without prejudice to any other remedy for breach of contract, either available under the agreement or the law of the land.

5) In case, the Owner terminates the contract in whole or part, the Owner shall not pay any compensation in any form to the Consultant for the balance work.

6) The contract shall not be terminated due to death of the Consultant. His rights and obligations shall pass over to his successor(s).
3.16 FORECLOSURE OF THE CONTRACT:

It shall be within the authority of the Owner, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written notice not less than 15 days to the Consultant. In such an event, the Consultant shall have no claim whatsoever on account of any profit(s) or advantage(s), which the Consultant might have derived from the execution of work in full, but for the reasons of the foreclosure of the whole or part of the work, the Consultant could not achieve the same. However, the Consultant shall be paid at the contract rates for the Consultancy work carried out by him and the amount certified by the ‘Engineer-in-charge’.

3.17 ABANDONMENT OF WORK:

In case, the work is abandoned by the Consultant, without good and sufficient justifications and consequent loss suffered by the Owner in getting the left out job completed from other agency, the Consultant shall be liable to compensate the Owner adequately by paying the difference(s), in the amount of the actual contract value awarded to the new Consultant for completing the left out balance work and the amount which would have been paid to the Consultant had the Consultant not abandoned the work.

3.18 DEFECT LIABILITY:

1) Should any defect or inadequacy occur in the work carried out or the service rendered by the Consultant or study so carried out and report submitted by the Consultant prior to the date of final acceptance by the Owner, the consultant shall be under a legal obligation to perform, at his own initiatives and free of cost, without any additional liability to the Owner, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding ‘defects or inadequacy’ in the work so carried out and service rendered, shall be final and binding.

2) In case, despite the specific request by the Owner to the Consultant to rectify or remedy the defect, or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by the Owner for such rectification, then the Owner shall be within his right to correct such defects of the inadequacy(s) rectified from a third agency at the risk and cost of the Consultant. It shall be within the right of the Owner to adjust/recover such additional costs, so incurred by the Owner, from the payments due and payable to the Consultant.
3.19 PAYMENT OF TAXES, OTHER LEVIES & TRAVEL EXPENSES:
   i) All taxes, duties, levies, insurance charges, license fees, service charge etc.
      arising out of contract up to date of opening of tender irrespective of
      whether they are payable directly by the Consultant or to be collected from
      the Owner and paid, shall be included in the lump sum quoted price. The
      Owner shall not bear any additional liabilities on this account over and
      above the lump sum Contract price.
   ii) The rates quoted by the Consultant shall be inclusive of travel expenses of
       his staff or the personnel for visiting the site or JRDA Office, whenever
       required. During the execution of the contract, travel expenses shall not be
       payable to the Consultant in any form, during the currency of the contract.
       However, in special case, where the contract is awarded on man-hour
       basis, due to the work requirement, the travel expenses shall be
       reimbursed extra at actuals, subject to maximum of the scales applicable to
       JRDA for its own equal status employees.

3.20 PAYMENT FOR EXTRAS AND ADDITIONS:
   Rates for additions and extras, which are beyond the scope of work originally
   included in tender, shall be paid based on the rates available in the contract for the
   similar item(s), provided the quoted rates are not abnormally high. Otherwise, the
   rates will be decided on mutually agreed basis.

3.21 SUB-LETTING OR ASSIGNMENT OF CONTRACT:
   No sub-letting or assignment of the Consultancy work is permitted. However, in
   case where it becomes necessary to engage a Sub-Consultant, the name of such
   Consultant along with the nature of work, with full details, shall be submitted
   along with tender or during the execution of Contracts when need arises and
   based on the approval so granted in writing by the Owner, the Consultant may
   engage the service of a Sub-Consultant.

3.22 SECRECY:
   The Consultant shall disclose neither any information(s) furnished by the Owner
   nor any drawing, reports and other brief prepared by the Consultant for achieving
   the objective of this agreement, without the prior approval in writing from the
   Owner except in so far as the information(s) is necessary for the performance of
   the assigned work and the services rendered under the agreement.

3.23 INSURANCE:
   The Consultant shall take and maintain all necessary insurance, at his own cost.
3.24 COPYRIGHT AND PATENT:

1) The Consultant shall hold harmless and indemnify the client from and against losses, damage(s) and expenses arising from any claim for infringement of patent, copyright, design and other such rights in existence or to be granted, on an application published prior to the completion of the Consultancy Contract, with respect to or arising out of or the use of or supply of designs, or any work in accordance with the design, drawings or specifications furnished, approved or recommended by the Consultant.

2) The Consultant shall promptly notify to the client in writing, if the Consultant has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information(s), recommendation(s) or specifications, services rendered by the Consultant.

3.25 SETTLEMENT BY ARBITRATION:

1) Except where otherwise provided in the contract, all questions and disputes relating to the meaning and interpretation of the terms of the contract and instructions herein before mentioned or as to the quality and adequacy of the services so rendered and arising out of these conditions, whether during the progress of the work or after completion or abandonment or cancellations thereof, shall be referred to the Sole Arbitration of the person to be appointed by the Managing Director of the Owner.

2) It is a term of the contract that the party who initiates arbitration proceedings shall specify the dispute or disputes to be referred to the arbitration under this clause together with the amount or amounts claimed in respect of each such dispute(s).

3) Arbitration proceedings shall be conducted in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules and regulations so framed thereunder and for the time being in force.

4) In the arbitration proceedings initiated at the request of one of the parties, the other party shall have a right to submit ‘counter claims’, for and on its behalf for the decisions of the Sole Arbitrator.

5) The decision of the Sole Arbitrator shall be final and conclusive.

6) The arbitration meeting shall take place at Dhanbad.
3.26 COMPLETION OF CONTRACT:

1) Unless otherwise provided or agreed between the parties, the Contract shall be deemed to have been completed, after issuance of completion certificate by Engineer-in-charge. Engineer-in-charge while issuing completion certificate shall certify that there is no demand/liability outstanding against the Consultant and that all the obligations under the agreement have been satisfactorily fulfilled by the Consultant.

2) The final acceptance of the work provided by the Consultant under the scope will be given by JRDA, 4 months after successful completion of the Consultancy assignment and submission of all documents, report etc. to JRDA, and acceptance of reports by the other statutory authorities like CEA, AERB etc. and upon certification by the Engineer-in-charge.

3.27 OWNERSHIP:

Final version of reports submitted to the client and all the relevant data such as maps, diagrams, plans, drawings, statistics and other supporting materials compiled during performing the services, shall be the property of the Owner. Such materials shall be completed, sorted out and indexed by the Consultant prior to handing over the same to the Owner and the Consultant may be permitted to retain copies thereof, provided, however, that such materials shall not be used by the Consultant for any purposes unrelated to this contract, without the prior written permission of the Owner.

3.28 OWNER’S RIGHT:

Owner reserves the right for the following:

i) Rejection of the offer without assigning any reason whatsoever.

ii) Rejection of offer, if found incomplete with regard to the required information regarding scope of work.

iii) Review of the work performed by the Consultant and ask for any clarification and changes/modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Consultant and the same shall be incorporated by the Consultant in the work without any dilution of the responsibility of the Consultant.

3.29 SERVICE OF NOTICES:

Any notice(s) by the parties, shall be deemed to have been given if sent by registered letter.
TENDER DOCUMENT

FOR

CONSULTANCY WORK

FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY

FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT
4. **SPECIAL CONDITIONS OF CONTRACT**

4.1 **GENERAL PROVISIONS**

4.1.1 **GENERAL**

1. These special conditions of contract are in addition to the “General conditions of Consultancy contract” as per Section-3 of the tender document. Wherever clauses of special conditions are in variance with those of General Conditions of Consultancy contract, the clause as per special conditions will govern.

2. During the validity period of tender, in case of tenderer revoking or canceling his tender, varying any terms in regard thereof, the earnest money paid by the tenderer along with the tender shall be forfeited by JRDA.

3. The scope of consultancy contract is as mentioned in Section-5 of this document.

4. The tender shall be accompanied by a latest valid Income tax clearance certificate or Permanent account Number (PAN).

5. The tenderers shall note that the bid documents are not transferable.

6. The offer shall be submitted in English Language (the same language as adopted in tender document).

7. The bidder shall submit all the relevant details along with the tender, as specified in Section-6.

4.1.2 **DEFINITIONS**

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

a) **“MANAGING DIRECTOR”**, shall mean Director (Managing) of JRDA and includes any other officer entrusted with the function of on his behalf by the JRDA.

b) **“PROJECT DIRECTOR”**, Project Director, of JRDA and includes any other officer entrusted with the function of on his behalf by the JRDA.

c) **"APPLICABLE LAW"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time

d) **“GCC”** means General conditions of the Contract as given in Section 3.
e) “OWNER'S CONSULTANT / CONSULTANT” means any private or public entity that will provide the services to the Client under the contract and his successors and permitted assigns.

f) "PARTY" means the Client or the Consultants, as the case may be, and Parties means both of them.

g) "SERVICES/ CONSULTANCY WORK" means the work to be performed by the Consultant pursuant to this Contract, as per the tender conditions.

h) "SUB-CONSULTANT/ EXPERT AGENCY" means any entity to which the Consultant subcontract any part of the work/services in accordance with the provisions of this Section.

i) "FOREIGN CURRENCY" means any currency other than the currency of the client’s country.

j) "GOVERNMENT" means the Government of India and Government of Jharkhand, the state in which the project is located.

k) "LOCAL CURRENCY" means the currency of the Government of India i.e. Indian Rupees (INR or Rs.).

l) "MEMBER"/"PARTNER" in case the Consultants consist of a Joint Venture/Consortium of more than one entity means any of these entities, and "Members"/"Partners" means all of these entities.

m) "THIRD PARTY" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

n) "PERSONNEL" means persons hired by the Consultants or by approved expert agencies, as employees and assigned to the performance of the work or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Client’s Country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Client’s Country; and ‘key personnel’ means the personnel referred to in section 6.

4.1.3 LAW GOVERNING CONTRACT
This Contract, it’s meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

4.1.4 INTERPRETATION OF THE CONTRACT
4.1.4.1 ENGLISH language shall be the controlling language for all matters relating to the meaning or interpretation of this Contract.

4.1.4.2 In the Contract unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the contract so requires.
4.1.4.3 Words imparting person shall include incorporated companies/ registered associations/ bodies of individuals/ firms or partnerships as applicable in context thereof.

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

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

<table>
<thead>
<tr>
<th>Client</th>
<th>Dy. Commissioner-cum-Managing Director, Jharia Rehabilitation and Development Authority Hatia More, Golf Ground Road Hirapur, Dhanbad- 826001 Fax – .0326-2312602 E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.1.6.2 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 facsimiles, 24 hours following confirmed transmission.

4.1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed with respect to this section.

4.1.7 LOCATION
The work shall be performed at such locations as are specified in section -5 hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

4.1.8 AUTHORITY OF MEMBER IN CHARGE
In case the Consultants consist of a Joint Venture / Consortium of more than one entity, the Members/Partners hereby authorize the entity specified below to act on their behalf in exercising all the Consultants' rights and obligations towards the
Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
The Member in-charge Lead Partner is: ____________ (Name of Member)

4.1.9 AUTHORIZED REPRESENTATIVES
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified below:

The Authorized Representatives are:

For the Client: As nominated by the Client and Superintending Engineer Jharia Rehabilitation and Development Authority Golf Ground Hatia Road, Hirapur, Dhanbad-826001

For the Consultant: ________________________________ (to be filled by the bidder)

4.1.10 ACCEPTANCE OF LETTER OF AWARD
The consultant shall convey the acceptance of letter of award within a week of its issue.

4.2 CLARIFICATIONS
Bidders are requested to obtain clarifications, if any, regarding specifications, conditions of contract, scope of work etc. from JRDA during pre- bid meeting.

4.3 PERIOD OF CONTRACT
The period of contract shall be Twelve Calendar months (including Sundays and holidays) from the date of award of work. The period of contract may be extended further as per GCC.

4.4 OMISSION/ ADDITIONS
The owner shall reserve the right to make omission from, additions to or substitutions from the original list of drawings/reports to be submitted by the consultant that may appear to him to be necessary or advisable during the progress of execution, in order to cover the full scope of work.

4.5 SECURITY RULES
The consultant shall follow the rules and regulation for the security framed by JRDA from time to time regarding movement of personnel, drawings, materials and equipment to and from office, issue of identity cards, control of entry of personnel and all similar matters. The consultant will also follow the rules and regulations applicable in the area being declared/ pronounced from time to time by the authorities of JRDA.
4.6 METHOD OF INTERACTION AND RECIPROCAL FACILITY

The consultant shall work in close co-ordination with JRDA for carrying out the work. In view of the high degree of interaction between the consultant & engineers of JRDA, the consultant shall depute his engineers to JRDA at his own cost for discussion with regard to execution of the work. JRDA engineers would also visit Consultants Office as and when required. No TA/DA will be allowed for consultant’s engineers for such visits. Consultant has to make arrangements for collecting input information from JRDA office at Dhanbad.

4.7 CONSULTANT’S PERSONNEL

4.7.1 ORGANIZATION

The consultant shall ensure that at all times during the execution of contract a well-defined project setup exists at his end. All the manpower shall be in regular employment with the consultant. A Group Leader along with Key Professionals will take care of the various services required under this consultancy. Under the charge of the group leader, a team leader shall be appointed for each category of the job. The consultant shall submit an organization chart, with name of key persons responsible for this project. JRDA engineers shall interact with such key persons only. Ad-hoc arrangement will not be agreed to.

4.7.2 DESCRIPTION OF PERSONNEL

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in carrying out of the Services of each of the Consultants’ Key Personnel are to be described in Form 6.8E of section-6.

(b) If additional work is required beyond the scope of the Services specified in section-5, the estimated periods of engagement of Key Personnel set forth in Form 6.8E may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract as per clause 3.20 of GCC.

4.7.3 WORKING HOURS, OVERTIME, LEAVE, ETC.

Working hours for the consultant personnel shall be in accordance with the prevalent laws in India. The cost towards overtime, leave etc. shall be included in the contract price. However the consultant’s personnel proceeding on leave shall be reported to the Engineer-in-Charge and Consultant shall ensure that absence for leave purpose shall not delay the progress of work.
4.7.4 REMOVAL AND/OR REPLACEMENT OF PERSONNEL

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, such as retirement, death, resignation, medical incapacity, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client
   (i) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
   (ii) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The consultant shall have no claim for additional cost arising out of or incidental to any removal and/or replacement of personnel.

4.7.5 RESIDENT PROJECT MANAGER / PROJECT COORDINATOR

The Consultants shall ensure that at all times during the Consultant’s performance of the Services, a responsible senior level officer or Group Leader of consultant’s office in India shall be nominated as Resident Project Chief and shall be responsible for day to day coordination with the client.

4.8 OBLIGATIONS OF THE CONSULTANTS

4.8.1 LAW GOVERNING SERVICES

(a) The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

(b) The Consultant shall at all times take all reasonable precaution to prevent any unlawful, riotous or disorderly conduct by or among its employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

(c) The Consultant shall ensure due compliance with the provisions of the laws like relevant Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act, Workmen Compensation Act, E.P.F. Act and other Labour / Industrial laws in force and any other law which may be enforced during the currency of contract.
(d) In every case in which by virtue of the provisions of Section-12 sub-section (i) of workmen’s compensation Act, 1923 or other applicable provisions of the workmen’s compensation Act, or any other Act, owner is obliged to pay compensation to workmen employed by the Consultant in performance of the contractual obligation, the owner will recover from the Consultant, the amount of compensation so paid, and without prejudice to the rights of the owner under section-12, sub-section (i) of the said Act, the owner shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Guarantee or from any sum due to the Consultant whether under this contract or otherwise. The owner shall not be bound to contest any claim made under workmen’s Compensation Act, except on written request of the Consultant and upon his giving the owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

(e) The Consultant shall observe and abide by all fire and safety regulations.

4.8.2 CONFLICT OF INTERESTS
The consultant shall hold the client’s interests paramount, without any considerations for future work and strictly avoid conflict with other assignments or their own corporate interests.

4.8.2.1 CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.
The remuneration of the Consultants pursuant to GCC shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

4.8.2.2 CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES
The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
4.8.2.3 **PROHIBITION OF CONFLICTING ACTIVITIES**

The Consultants 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 of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; and after the termination of this Contract.

4.8.3 **ACCOUNTING, INSPECTION AND AUDITING**

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

4.9 **TAXES, DUTIES AND LEVIES**

The rates quoted shall include all the elements, like cost of material, manpower, transport and other incidental expenditure including all taxes, levies and insurance fees etc. Consultant may get acquainted about Government levies/taxes applicable to such type of contract before submitting the bids as no reimbursement on account of such taxes/levies etc. will be made to the consultant separately other than quoted and accepted rates in this contract.

4.9.1 **TAXES AND DUTIES OUTSIDE INDIA**

All taxes, duties and levies imposed, on the Consultant including corporate tax, personal income tax on expatriate personnel, in the consultant country or anywhere outside India shall be borne by the consultant himself and no claim shall be admissible in this regard.

4.9.2 **TAXES AND DUTIES IN INDIA**

All Taxes, Duties and Levies payable in India on account of performance of the required services by the consultant under this contract, including corporate income tax shall be payable by the consultant. The Tax Deducted at Source (TDS) shall be deducted under Income Tax Act as per rates applicable from time to time, and the Certificate for TDS will be issued by the client to the consultant for further filling of return. Other State Government / Central Government taxes or
duties like turnover tax etc. shall be deducted at source at the rate prescribed by State/Central Government from time to time, if applicable.

4.9.3 **PAYMENT OF SERVICE TAX:**

4.9.3.1 The responsibility of payment of Service Tax to tax authority shall lie with the consultant. However, the Service Tax at applicable rate in India shall be reimbursed by the client / owner to the consultant on production of the proof of the deposit of service tax with the concerned Authorities.

4.9.3.2 Any order issued by any Tax Authority or Indian Court will be honored by the client at the risk and cost of the consultant.

4.9.3.3 The Consultant shall register itself for service tax with Govt. of India and shall provide the registration no. to the Client.

4.9.3.4 Service tax on the quoted price shall be indicated separately, at the prevailing rate on the date of opening of Part-I of tender. Variation, if any, on this account shall be borne by JRDA.

4.9.4 **INCREASE / REDUCTION AND / OR NEW IMPOSITION OF TAXES, DUTIES, LEVIES**

Any increase and / or new imposition of Taxes, Duties, Levies in India other than Income Tax shall be paid by the Consultant and the same shall be reimbursed to them on production of documentary evidence of increase / new imposition and proof of its payment to concerned Govt. Authorities. If there is any reduction in above, the same is to be passed on to the client by the Consultant.

4.9.5 **PENALTY ON INCOME TAX / SERVICE TAX**

4.9.5.1 The consultant and all his personnel assigned to India shall be responsible for timely and prompt filing of all income tax returns/ documents estimates and information, complete and accurate in all respects as maybe required under the applicable laws/ regulations in India.

4.9.5.2 In case they fail to comply with the above requirements, which may results in any penalty, interest or other liability, the same shall be borne by the consultant.

4.9.5.3 Any interest/ penalty etc. levied by the tax authorities for not making adequate deposit or as a result of delayed payment of tax or on account of failure to comply with the Indian Income Tax Law shall be borne by the consultant.

4.9.5.4 **Benefit of credit for tax:**

If, as result of any agreement, whether existing, modified or signed in future on avoidance of double taxation, between the Government of India and the Government of Consultant’s country or any other law, any credit in tax or refund is received by the Consultant for the tax, if any, and paid by the owner/ client in India, on consultant’s income in India, the benefit of such credit or refund along
with details should be passed on to owner within 30 days of the receipt / refund of the same by the Consultant. The Consultant shall take timely appropriate action for obtaining the credit or refund, if any, from Consultant’s country authorities and for payment of the same to the owner and the Consultant shall keep the owner informed about the same.

4.9.6 Notwithstanding anything to the contrary the owner shall not be liable for any taxes, duties, fees or levies of any kind whatsoever in India or elsewhere, of the sub-consultant(s) or of the sub-consultant’s personnel, including taxes on the income of such sub-consultant(s) or their personnel.

4.9.7 Any increase and / or new imposition of Taxes, Duties, Levies in India other than Income Tax shall be paid by the Consultant and the same shall be reimbursed to them on production of documentary evidence of increase / new imposition and proof of its payment to concerned Govt. Authorities. If there is any reduction in above, the same is to be passed on to the client by the Consultant.

4.10 SUBLETTING

Consultant has to carry out the entire scope of work himself. Sub-letting as a general rule will not be permitted. However due to valid reasons if the Consultant wishes to enter into a collaboration with another party for subletting of part-job, then the credentials of the party being subletted and the quantum of job to be done by that party shall be informed in Form 6.8E and such agencies shall be from approved list of expert agencies given in Section-6 of the tender.

4.11 DEVIATIONS FROM THE ORIGINAL TENDER

The Consultant shall submit details of deviations, if any, which he likes to propose along with the offer, for consideration by JRDA. Commercial and technical deviation, if any, shall be listed under “Schedule of Deviations” in Section –6 of tender only. Any mention of deviation both commercial and technical indicated elsewhere shall not be construed as deviation until or unless the same is brought out in the “Schedule of Deviation”. Due to deviations, appropriate financial loading shall be done while evaluating Part II and comparative position of bidders shall be analysed accordingly.

The consultant shall note that no deviation shall be accepted by JRDA, in Section-3 of tender, i.e., General Conditions of Consultancy Contract

4.12 PROGRESS SCHEDULE AND STATUS

4.12.1 The detailed work program shall be elaborated by the consultant defining sequences and duration for preparation of DPR as per the Scope of Works. The consultant shall submit an activity schedule of various activities along with the tender as per Form 6.8H given in section 6.
4.12.2 Within two weeks from date of award of work, the Consultant shall submit to the Owner the ‘Detailed Work Program’. The Detailed Work Program shall be subject to approval by the owner and shall be monitored by JRDA periodically.

4.12.3 To ensure adherence to the time schedule for completion of the assignment, representatives of owner and the Consultant shall meet once in a month, at Mumbai to review the detailed work program in light of works already executed.

4.12.4 The consultant shall submit in due time to the Owner’s office at Dhanbad, monthly progress reports in the agreed form, before the review meeting to be held as per sub clause above.

4.12.5 It will be the responsibility of the Consultant to inform JRDA, well in advance, any technical hold points that may stop or retard the progress of work.

4.12.6 The owner shall be at liberty to request the consultant to remove forthwith from the site any person employed by the consultant for the execution of the services who in the opinion of the owner misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment considered by the owner to be undesirable and such person shall not again be employed upon the work on the site without the permission of the owner. Any person so removed from the work site shall be replaced as soon as possible, with prior approval from the Owner, by a competent substitute person at the cost of the consultant.

4.13 OBLIGATIONS OF THE CLIENT

4.13.1 ASSISTANCE AND EXEMPTIONS

The Client shall assist the consultant without any cost to the client:

(a) In obtaining work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

(b) In servicing all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in client’s country;

The consultant shall however be responsible for obtaining licenses and permits etc. to carry out the services.

(c) Information and Data as indicated in Section –7.

4.13.2 ACCESS TO LAND

The Client warrants that the Consultants shall have, at his cost, unimpeded access to all land in the client’s country in respect of which access is required for the performance of the Services.

4.14 LIQUIDATED DAMAGES

Liquidated damages shall be levied as per the clause at 3.13 (1) A(3) or 3.13 (1) B (3) as applicable.
4.15 PAYMENT TERMS

Payment towards the completion of various activities shall be on lump sum basis as per break-up of various items as mentioned in Table-8.1. No interim payment shall be made based on the quantum of work completed on pro-rata basis as monthly RA bill.

4.16 ESCALATION

No escalation is payable under this contract.
TENDER DOCUMENT
FOR
CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – 5

TECHNICAL DETAILS
5.0 TECHNICAL DETAILS

INTRODUCTION

5.1 The government has proposed a resettlement and rehabilitation program for the people living in and around the Jharia Mines Area. The government of Jharkhand has proposed to build an integrated Township along the fringe of Jharia Coal Field for the resettlement and rehabilitation of the people of Jharia Coal Field.

This plan is for rehabilitation and resettlement of about 60,000 families likely to face eviction from 67 fire affected places there. Altogether 29,444 authorised displaced families (ADF) and 23,847 unauthorised displacement families (UDF) would be evacuated from subsidence and fire zones of Jharia.

5.2 LOCATION

The resettlement sites of the affected population for BCCL & Non-BCCL has been identified exclusively on non coal bearing areas sufficiently away from the impact of future mining. For this purpose it is proposed to construct Satellite Township along the fringe of Jharia Coal Field.

5.3 SALIENT FEATURES

PROJECT DEVELOPMENT SUMMARY (Salient features of Master Plan) Four township to be constructed in Jharia Coalfield (JCF) @ 12500 houses/ township.

Residential Buildings: - .................................

Amenities to be constructed as per Master Plan

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>No. of Units</th>
<th>Plinth Area (Sqm.) Approx.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Primary School</td>
<td>50</td>
<td>600</td>
</tr>
<tr>
<td>2.</td>
<td>High School</td>
<td>16</td>
<td>2200</td>
</tr>
<tr>
<td>3.</td>
<td>Bank</td>
<td>8</td>
<td>250</td>
</tr>
<tr>
<td>4.</td>
<td>Post Office</td>
<td>4</td>
<td>80</td>
</tr>
<tr>
<td>5.</td>
<td>Community Centre</td>
<td>4</td>
<td>2500</td>
</tr>
<tr>
<td>6.</td>
<td>Shopping Centre</td>
<td>4</td>
<td>3750</td>
</tr>
<tr>
<td>7.</td>
<td>Hospital</td>
<td>4</td>
<td>7795</td>
</tr>
<tr>
<td>8.</td>
<td>Play Ground and Children Park</td>
<td>4</td>
<td>L.S.</td>
</tr>
</tbody>
</table>

The above Plinth Area and no of units are tentative and subject to change by competent Authority.

**Water Supply and Sewage Disposal Cost** :- Water supply includes laying of distribution system, pump house, over head, water tank, under ground, sump etc.

1. **Approach Road** :- 6.67 metre wide Bituminous Pavement.
2. **Colony Road** :- 3.35 metre wide Bituminous Pavement
1. **Culverts**
2. **Drains:** 45 cm x 30 cm PCC/Brick Pucca Drain  
   30 cm x 22.5 cm PCC/Brick Pucca Drain

**Electrification:** Electrification includes substations with power receiving arrangement, over head line, Internal Electrification of Quarters and Electrification of Amenity buildings etc.

### Summary of Phase – I and Phase – II

<table>
<thead>
<tr>
<th>Phase</th>
<th>I</th>
<th>II</th>
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<tbody>
<tr>
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<td>295</td>
<td>595</td>
</tr>
<tr>
<td>Affected Area (sqm)</td>
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<td>13650508</td>
<td>25695199</td>
</tr>
<tr>
<td>No. of Houses</td>
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<tr>
<td>Private</td>
<td>16671</td>
<td>12773</td>
<td>29444</td>
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<tr>
<td>Encroachers</td>
<td>16166</td>
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<td>Others</td>
<td>496</td>
<td>372</td>
<td>868</td>
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<td>Total:</td>
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<table>
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<tr>
<th>Land for Resettlement</th>
<th>Non BCCL (Ha)</th>
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<tbody>
<tr>
<td></td>
<td>660.27</td>
<td>444.72</td>
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<td></td>
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<td>1104.99</td>
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Estimated Project Cost (Summary of Fund Estimate) Based on Master Plan 2006

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Pvt.</th>
<th>Enchro.</th>
<th>Others</th>
<th>Total</th>
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<tbody>
<tr>
<td>1.</td>
<td>Houses Construction Cost</td>
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<td>35293.56</td>
<td>10416.00</td>
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<td>2.</td>
<td>Infrastructure Cost</td>
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<td>22914.53</td>
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<td>51207.58</td>
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<td></td>
<td>Total</td>
<td>96917.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Resettlement Land Cost</td>
<td>16392.49</td>
<td>6392.41</td>
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<td>22784.90</td>
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<td></td>
<td>Grand Total</td>
<td>119702.04</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add Contingencies @ 3%
Add Supervision charges 5%

Technical Specification:- As per applicable project specific specifications, IS Codes, NBC 2005, other Indian Standards, Indian Electricity Rules and BIS is to be followed.

### 5.4 OBJECTIVE OF THE CONSULTANCY WORK

In an effort to attain the above objective in a more professional way, the office of the Deputy Commissioner of Dhanbad, Jharkhand, invites proposal from the consultants of repute for detailed Project report of Jharia Rehabilitation master plan.
The objective of this Consultancy work is to engage an experienced consultant as per subsequent paras for preparation of Detailed Project Report of International Standards for Jharia Rehabilitation Master Plan and Project Management Consultancy commensurate for taking up the construction work of the Project. The consultant quoting for this tender shall clearly understand the quantum of work involved and close coordination required between his work and the other consultancy works and provide timely input to JRDA, for the successful completion of the work as a whole. In addition, the consultant will have to incorporate comments from JRDA, Comments from BCCL and Govt. of Jharkhand, BCCL, Govt. of India and other Governmental agencies in the DPR suitably for subsequent clearances.

5.5 BRIEF SCOPE OF WORK

The services to be performed by the Consultant in brief are as follows:

A. Finalization of Master Plan Drawing including town planning of satellite township.

B. Residential and Non-Residential Buildings-
   1. Preparation of final architectural drawing such as Visthapit Awas Hospital, School, Community Hall, Marketing Complex, Bank, Post Office, Play ground, Children Park etc.
   2. Detail engineering which includes design, structural design and preparation of construction drawings.
   3. Preparation of Tender Documents consisting of BOQ, Specification, Cost estimate, Tender Drawings etc. to enable tendering of the work.

C. Bulk Services
   1. Identification of land for Satellite Township, Contour Survey and Topography Survey etc.
   2. Conceptual design, drawings and detailed specification for bulk services for entire township consisting roads and drains, rain water harvesting, water supply network including overhead tanks, underground tanks, Sewage system including network and treatment plant, internal and external electrification, electrical substation, communication system etc.
   3. Detail engineering which includes design and preparation of detailed working drawings.
   4. Preparation of Tender Documents consisting of BOQ, Specification, Cost estimate, Tender Drawings etc. for all civil, electrical and mechanical works.
D. Providing complete support/guidance from pre-tender to construction stage. Project Management consultancy in calling of Tender, Bid Evaluation, finalisation of tender and monitoring and supervision of Execution of work. Assistance in obtaining necessary statutory clearances form concerned central/State Government department is included in the scope of Consultant.

Note:
1. For the above services latest North Chotanagpur SOR, Government of Jharkhand and latest CPWD SOR for items not covered in State Govt. SOR will be used.
2. Specification and cost analysis for non schedule items shall be provided by the Consultant.
3. Detailed construction drawings and design calculations shall be submitted to JRDA for approval.

5.5.1 DELIVERABLES
Report to be submitted by the consultant for the Project:

The consultant shall submit to the Client following reports, in a progressive manner:

1. **Quality Assurance Manual specific to this work** (05 copies in paper and 1 digitized form)

2. **Report on Topographical, Contour Survey and Hydrological investigations** - Volume of Text with coloured photographs and album of drawings (05 copies in paper and 1 digitized form)

3. **Report on Water availability Studies including Hydrological studies and Determination of source of water supply to Township** - Volume of Text with coloured photographs album of drawings (05 copies in paper and 1 digitized form)

4. **Report on requirement of land for the project, transportation studies, Infrastructure facilities, drainage, water supply and sewerage system studies, report on power evacuation and transmission arrangement.**
   Volume of Text with coloured photographs and album of drawings (05 copies in paper and 1 digitized form)

5. **Report on Master Plan drawing including town planning of Satellite township.**
   Volume of Text with coloured photographs and album of drawings (20 copies in paper and 4 digitized form)
6. Report on final architectural drawing such as Visthapit Awas, Hospital, School, Community Hall, Marketing Complex, Bank, Post Office, Playground, Children Park etc including design, Structural design and construction drawings. Volume of Text with coloured photographs and album of drawings (25 copies in paper and 5 digitized form)

7. Report on Tender documents consisting of Bill of quantities, Specification, cost estimate with analysis of rates, tender drawing etc for all Civil, Electrical and Mechanical works. Volume of Text with coloured photographs and album of drawings (25 copies in paper and 5 digitized form)

8. Detailed Project Report (First Draft) covering all aspects as per the guidelines. Volume of Text with coloured photographs and album of drawings (08 copies in paper and 2 digitized form)

9. DPR copies for first instance review. Volume of Text with coloured photographs and album of drawings (05 copies in paper and 1 digitized form)

10. Detailed Project Report – Final Draft Volume of Text with coloured photographs and album of drawings (10 copies in paper and 4 digitized form)

11. Detailed Project Report – Final Volume of Text with coloured photographs and album of drawings (25 copies in paper and 5 digitized form)

5.5.2 METHODOLOGY, WORK PLAN, QUALITY ASSURANCE PROGRAM & SCHEDULE FOR COMPLETION OF THE WORK

The methodology, work plan, Quality Assurance Program for carrying out the various activities, manpower deployment, location of office of consultant, progress reporting, activity network etc shall be elaborated by the Consultant. Regular interactions among the Client’s Personnel, Consultant’s Professionals and Expert Agencies involved for carrying out studies, is essentially required for timely completion of the task. The consultant shall elaborate his approach for conducting such interactions at regular intervals.

Bidder shall make, at his own cost, a presentation at JRDA, Dhanbad outlining the methodology and work plan he proposes to adopt for carrying out the entire job. The date for the presentation shall be communicated to Bidders after opening of Part-I of tender but before opening of Part-II.
5.5.3 TIME SCHEDULE

5.5.3.1 TOTAL COMPLETION TIME

The time is the essence of the contract and the consultant shall ensure to complete the work as under:

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Start time</th>
<th>Completion time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Detailed Project Report and Project Management consultancy for Jharia Rehabilitation Master Plan.</td>
<td>From 10th date of award of work.</td>
<td>12 months from the date of award of work.</td>
</tr>
</tbody>
</table>

5.5.3.2 MILESTONES

The following Milestones shall be achieved from the date of Award of Work:

i) Inception Report, presentation, Quality Assurance Manual specific to this job, Proposal for additional site investigations and Bar chart covering all activities for completion of the job : 03 week

ii) Report on Town Planning and design of satellite township : 03 months

iii) Report on architectural drawings such as Visthapit Awas, Hospital, School, Community Hall, Marketing Complex, Bank, Post Office, Play ground, Children Park etc including structural design and preparation of construction drawings : 05 months

iv) Report on infrastructure facilities and conceptual design, Structural design and Construction detailed specifications for bulk services for entire township consisting of roads, drains, rain water harvesting, water supply network including over head tasks, underground tasks, sewage system including network and treatment plant, Internal and External electrification, electrical substation, communication system : 06 months

v) Power Evacuation and transmission arrangement : 07 months

vi) Detailed cost estimate with analysis of Rates : 08 months

vii) Submission of First Draft DPR : 09 months

viii) Submission of Final Draft DPR : 10 months

ix) Assistance for clearance of DPR from statutory authorities after incorporating all of their comments on Final Draft DPR. : 12 months
5.5.4 **FINAL OUTPUT REQUIRED FROM THE CONSULTANT**
The Detailed Project Report for Jharia Rehabilitation Master Plan commensurate to take up the construction work of the Project.

5.6 **ENGINEER-IN-CHARGE (EIC) TO MONITOR CONSULTANT’S WORK**
A nominated Engineer-in-charge appointed by JRDA will review and monitor the work of the Consultant. For smooth progress of the concurrent activities Engineer-in-Charge may nominate officers of the concerned discipline to interact with the consultant’s representatives for speedy preparation of the various reports and DPR.

5.7 **PROCEDURE FOR ACCEPTANCE OF REPORTS, DRAFT AND FINAL DPR**
5.7.1 The Consultant shall submit the complete draft reports/documents in required **hard copies and soft copies** to the EIC and give a presentation on the same at Client’s office at Dhanbad. The client’s EIC and his representatives shall deliberate on the issues raised at the time of presentation and the final comments of the client shall be communicated to the consultant. The consultant will incorporate the same in its draft report/documents and will submit the final draft document to the EIC in required **hard copies and soft copies** after incorporating the comments of the Engineer-in-Charge on the final draft report/documents for acceptance.

5.7.2 The EIC after discussion with consultant will put up to appropriate level in JRDA, the final draft reports/ DPR for approval. The consultant will incorporate the comments of competent authority, if any in its final reports / DPR, which shall be submitted in required **hard copies and soft copies**.

5.7.3 The Reports/DPR accepted by JRDA shall be submitted to appropriate authority for clearance and Consultant is required to provide a presentation on the same to the officials of government. The Consultant is required to incorporate the comments of government in the DPR and assist JRDA for subsequent clearance from government and other Statutory Authorities.

5.8 **MONTHLY PROGRESS REPORTS:**
Monthly progress report shall be submitted by the consultant indicating all activities in progress, future planning, targets achieved, professionals deployed with names and shall be discussed with the EIC for further improvement in the future activity schedule.
JHARIA REHABILITATION MASTER PLAN
Hatia More, Golf Ground Road
Hirapur, Dhanbad
Dhanbad – 826001

TENDER DOCUMENT
FOR

CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – 6

INFORMATION TO CONSULTANTS
AND
EVALUATION CRITERIA
6. INFORMATION TO CONSULTANTS AND EVALUATION CRITERIA

6.1 GENERAL NOTES:

a) All required information requested in the enclosed form should be furnished against the respective columns. If information is furnished in separate documents, reference to the same should be given in the respective columns. If information is “NiL”, it should also be mentioned as “NIL” or “No Such Case”, If any particular query is not applicable in case of applicant, it should be stated as “Not Applicable”.

b) Supplementary pages may be inserted, if required.

c) Each page shall be numbered at top.

d) The bidders may note that not giving complete information called for in the form required or not giving in the same in clear terms may result in outright rejection of the offer.

e) Overwriting should be avoided. Correction, if any, should be made by crossing out, reweiting and initialing with date.

f) The bidder shall attach necessary additional information and certificates to support his capabilities.

g) A copy of complete submission may be retained by the consultant.

6.2 INTRODUCTION:

6.2.1 JRDA, the Client, intends to select a firm in accordance with least cost based selection for the consultancy work for preparation of Detailed Project Report (DPR) of JHARIA REHABILITATION MASTER PLAN.

6.2.2 As per requirement some work of exploratory site selection has been done. Other studies and investigations such as Topographic Survey, Environmental Studies, etc have to be done by the consultant.

6.2.3 The work shall be implement in accordance with the details indicated in the section – 5.
6.2.4 The Client will provide the inputs specified in the section – 7, assist the Consultant in obtaining licenses and permits needed to carry out the consultancy work. The consultant shall however be responsible for obtaining licenses and permits to carry out consultancy work.

6.2.5 Any costs associated with preparation and submission of the bids and negotiation of the contract, including presentations and visits to the Client, are not reimbursable.

6.2.6 The Client is not bound to accept any of the Bids submitted and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the consultants.

6.3 EMPLOYMENT OF PERSONNEL:

6.3.1 No agency or current of the employees of the Client shall be engaged by the Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to the work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical bid.

6.4 FRAUD AND CORRUPTION:

6.4.1 The Client will reject a bid for award if it determines that the Bidder recommended for award or any of his representatives has been directly or through an agent, engaged in corrupt, fraudulent, collusive coercive or obstructive practices in competing for the Contract in question. For the purpose of this provision, the Client defines the above terms as follows:

(i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “Collusive practice” is an arrangement between two or more parties.

(iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
(v) “Obstructive practice” is

   a) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

   b) Acts intended to materially impede the exercise of the Client’s inspection and audit rights.

6.4.2 The Client may declare a consultant ineligible, either indefinitely or for stated period of time, to be awarded a contract if any time it determines that corrupt, fraudulent, coercive or collusive practices were engaged by the contractor or any of its representatives, during the bidding process or the execution of the contract.

6.4.3 Bidders or member of the joint venture / consortium shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Govt. of India / State Govt. / Government Departments / PSUs / World Bank / Asian Development Bank / JBIC on accordance with the above clause.

6.5 ONLY ONE BID:
Consultant may submit only one bid. If a Consultant submits or participates in more than one bid, such bid shall be disqualified, However, this does not limit the participation of the same approved Expert Agency to more than one bid.

6.6 CLARIFICATIONS ON DOCUMENTS COMPRISING THE BID AND PREBID MEETING:

6.6.1 The time and venue of sale of tender document, pre bid meeting, submission and opening of Part-1 of tender shall be as indicated in section-1.

6.6.2 In preparing the Technical and Commercial Bid (Part-I), consultants are expected to study the tender document in detail. The TENDER document duly signed on each page must be enclosed with the Technical and Commercial Bid.

6.6.3 If consultants consider that they do not have all the expertise for the work, they may obtain a full range of expertise by associating with individual consultants(s) and / or other consultants or entities in a Joint Venture.

The consultants may seek participation of local consultants by subcontracting part of the work. The approved list of expert agencies is given in clause 6.7.
JOINT VENTURE:

Joint Venture (JV) shall comply with the following:

a) One of the partners shall be nominated as the Lead partner and submit a Power of Attorney signed by legally authorized signatories of all the partners shall evidence this authorization. The Lead partner shall be essentially a partner having prepared DPR for similar works. Similar work is defined by Section –1.

b) The bid, (in case of successful Joint Venture bidder), shall be signed by leader of the Joint Venture.

c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract including receipt of payment from the Client shall be done exclusively with the Lead Partner. However for INR payment, if any, to be released to Indian partner the same to be categorically bought out in the bid by the consultant.

d) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Contract Memorandum as indicated in Section –2 and in the Proforma of Agreement (in case of successful bid). The Proforma of JV agreement is as per Appendix – 6A.

e) Notarized copy of the Agreement entered into by the Joint Venture partners, shall be submitted with the bid.

f) The Contract would be signed with a Joint venture i.e. all partners will be signing the Contract / Agreement.

g) There should be a single point responsibility for executing the contract. The single point responsibility has to be taken by the Leader and not by the secondary partner.

h) The scope of the each other partner may be clearly demarcated and annexed to the J.V. Agreement.

i) Performance guarantee shall be submitted by the Lead partner.

j) If arbitration is to be held, all partners of joint venture may be the codefendant or co-claimant.
6.6.4 All Reports and output documents submitted by the consultants as part of this work must be in English. It is desirable that the Consultants’s personnel have a working knowledge of the Clients’s national language i.e. Hindi.

6.6.5 The quoted Lump sum price for this consultancy work will remain firm during execution of the contract.

6.6.6 Consultants may express the price of their services in Indian Rupees (INR) and in freely convertible Foreign Currency limited to U.S. Dollars, U.K. Pounds and Euro. The Client requires consultants to state the portion of their price representing local cost strictly in Indian Rupees being the Client’s national currency.

6.6.7 Authorized representative of the Consultant shall initial all pages of the Bid.

6.7 APPROVED LIST OF EXPERT AGENCIES:

The consultant shall appoint Expert Agencies from the following list of approved Institute/laboratories of national repute for carrying out site specific studies/laboratory studies/tests etc. in their area of expertise:

a) Indian Institute of Technology (IIT)
b) Central Water and Power Research Station (CPWPRS), Pune
c) Irrigation Research Institute (IRI), Roorkee
d) Central Mining Research Institute, Dhanbad (CMRI)
e) Indian Institute of Sciences (IISc), Bangalore
f) Geological Survey of India (GSI)
g) Survey of India (SOI)
h) Central Soil & Materials Research Station, New Delhi (CSMRS)
i) National Institute of Rock Mechanics (NIRM)
j) B.I.T. Sindri, Dhanbad
k) National Remote Sensing Agency, Hyderabad (NRSA)
l) National Institute of Hydrology, Roorkee (NIH)
m) Indian Metropolitan Department, Pune (IMD)
n) Indian School of Mines, Dhanbad (ISM)
o) Any other reputed Agency with prior approval of JRDA

Consultant shall elaborate the Institute/Laboratories etc. where the Consultant intends to make up the various studies involved in the preparation of DPR. The Client’s personnel shall observe the various tests/studies conducted at site/laboratories prior to the acceptance of the various reports for which prior intimation shall be given to the Client.
6.8 BIDS EVALUATION:

6.8.1 GENERAL:

The evaluation of technical and commercial bid shall be on the basis of their responsiveness to this Section particularly on

a) Experience of taking up the work.
b) Methodology and work plan provided by the consultant meeting the work schedule.
c) Failure record, if any.
d) In case of JV whether the Lead Partner meets the requirement as given in this section. Any Bid, which does not respond to important aspects of section –5 & 6, shall be rejected at the techno-commercial evaluation stage itself.

6.8.2 INFORMATION REQUIRED FOR EVALUATION OF TECHNICAL AND COMMERCIAL BID:

The consultant shall provide the following information using the Standard Forms enclosed herewith.

(i) A brief description of the consultant’s organization (Section 6.8 B), Experience details in (Section 6.8 B1, 6.8B2, 6.8B3 and 6.8B4).

The self attested copies of certificates from consultants’s client in support of experience shall be submitted. In case the certificates are in a language other than English a notarized English translation shall be submitted along with the certificates. (The Consultants are advised to obtain proper certificates from their clients).

(ii) Deviation, if any, in deviation schedule (Section 6.8 C).

Deviations mentioned anywhere else in the bids shall not be considered. In case of no deviation ‘NIL deviation’ must be written in the deviation schedule.

(iii) A description of the approach, methodology and work plan for performing the consultancy work (Section 6.8 D) consistent with the time schedule given in section 5.

(iv) Team Composition and Task Assignment (6.8E), Summary of CV and CVs (from 6.8 F-F1), staffing schedule (from 6.8 GI and 6.8 G2), details of studies/investigation/ tests, if any proposed to the subletted / collaborated with the approved expert agencies (from 6.8 GI) and Activity Schedule (from 6.8H).

(v) The consultants shall necessarily furnish the information in the format (section 6.8 I) regarding failure and reasons thereof that occurred in performing services in the Projects where they were / are engaged.

(vi) Declaration assuring availability of the proposed personnel (from 6.8 J).

(vii) Additional information if any.
6.8.3 EVALUATION CRITERIA FOR TECHNICAL AND COMMERCIAL BID:

Bidders not meeting mandatory criteria shall not be evaluated further and their bids shall be rejected.

The marking system for evaluation of Technical and Commercial bid is given below. Consultants scoring **70 points** (qualifying) and above shall be treated at par. The Price bid (Part –II) of such qualified consultants shall only be opened.

EVALUATION CRITERIA:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mandatory requirements</td>
<td>MUST</td>
</tr>
<tr>
<td>2.</td>
<td>Relevant experience of the Consultant related to the work</td>
<td>40</td>
</tr>
<tr>
<td>3.</td>
<td>Responsiveness (Proposed plan &amp; Methodology for the work)</td>
<td>25</td>
</tr>
<tr>
<td>4.</td>
<td>Experience of DPR Preparation for township Planning power projects in India</td>
<td>05</td>
</tr>
<tr>
<td>5.</td>
<td>Qualifications and competence of the key professionals for the work.</td>
<td>20</td>
</tr>
<tr>
<td>6.</td>
<td>Financial Capabilities</td>
<td>10</td>
</tr>
</tbody>
</table>

The Consultants scoring at least 70 points out of 100 shall only be considered for further opening of their Price Bid.

While broad guidelines as above have been laid. The evaluation of Technical and Commercial Bid shall be as below:

1. MANDATORY REQUIREMENTS
   1.1 Similar

6.8.4 FORM 6.8 B. CONSULTANT'S- ORGANISATION:

[Provide here a brief (limited to two pages) description of the background and organization of consultant / entity and each associate for this work apart from the details asked here.]
### CONSULTANCY CONTRACTOR

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Consultant</td>
</tr>
<tr>
<td>2</td>
<td>Address in full</td>
</tr>
<tr>
<td>3</td>
<td>Registered Office</td>
</tr>
<tr>
<td>4</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>5</td>
<td>Fax No.</td>
</tr>
<tr>
<td>6</td>
<td>E-mail Address</td>
</tr>
<tr>
<td>7</td>
<td>Telex No.</td>
</tr>
<tr>
<td>8</td>
<td>Contract Person</td>
</tr>
</tbody>
</table>

### STRUCTURE AND ORGANISATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Description of company (Individual/Partnership / Limited Co.)</td>
</tr>
<tr>
<td>2</td>
<td>No. of years of experience as DPR consultant</td>
</tr>
<tr>
<td>3</td>
<td>Name and address of consultant, consortium or partners of joint venture who will be involved in the work of completing this work</td>
</tr>
<tr>
<td>4</td>
<td>Name and address of approved Expert Agencies whom subcontracting is proposed</td>
</tr>
<tr>
<td>5</td>
<td>Registration No., legal deed, responsibilities and financial involvement of the consortium or partners of joint venture, power attorney etc.</td>
</tr>
<tr>
<td>6</td>
<td>Date of inception</td>
</tr>
</tbody>
</table>
6.8.4.1 FORM 6.8 B1 - CONSULTANT’S EXPERIENCE FOR SIMILAR WORKS:

[Using the format below, Provide information for each Consultancy work for similar works completed during the last five years, for which your firm, and each associates for this work, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying within an association, for carrying out consulting services for similar works].

<table>
<thead>
<tr>
<th>(i) Work Name:</th>
<th>(vii) Approx. value of the contract (in current US$ or Euro or INR):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) Country:</td>
<td>(viii) Duration of work (monthly), Date of start &amp; completion of contract:</td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>(iii) Name of Client:</td>
<td>(ix) Total No.of staff - months of the work:</td>
</tr>
<tr>
<td>(iv) Address of Client and contact person:</td>
<td>(x) Approx. value of the services provided by your firm under the contract (in current US$ or Euro / INR):</td>
</tr>
<tr>
<td>(v) For your work: Start date (month/year) &amp; Completion date (month/year) as per Work order and start Date (month / year) &amp; completion date (month / year) as per Actual Execution:</td>
<td>(xi) No. of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>(vi) Name of associated Consultants, if any: (In case of JV give % share &amp; specific role)</td>
<td>(xii) Name of senior professional staff of your firm involved and functions performed (include most significant profiles such as Project Director/Co-ordinator, Team Leader):</td>
</tr>
<tr>
<td>(xiii) Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>(xiv) Description of actual services provided by your staff within the work:</td>
<td></td>
</tr>
</tbody>
</table>

Consultant’s Name: _______________________________________________________

Note:
1) Supporting documents from Client certifying consultant’s scope of work and having completed the same satisfactorily required. (Only best four references along with proper certificates to be provided).
2) In the absence of supporting certificates from the client, such experience / work shall not be considered for evaluation.
### PREPARATION DPR COVERING

<table>
<thead>
<tr>
<th>DPR for Township Planning Project (under const/complete)</th>
<th>Consultancy Contract Name of the Client</th>
<th>(a) Studies &amp; Investigation Such as Topographical, Hydrological, model studies, etc. as per Tender Document</th>
<th>(b) Optimization Studies Including Economic analysis</th>
<th>(c) Power And Water studies</th>
<th>(d) Planning &amp; Design of Township</th>
<th>(f) Detailed Project Construction Planning</th>
<th>(g) Preparation of Detailed Project Report &amp; drawings</th>
</tr>
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<tbody>
<tr>
<td>-- Do--</td>
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</tbody>
</table>

Note: 1. Strikeout which ever is not applicable.
2. For (a) through (g) write ‘yes’ or ‘no’ as applicable for each reference duly supported with certificate from the client.

### FORM 6.8 B3

**TOWNSHIP PLANNING PROJECTS (TP) IN INDIA FOR WHICH DPR PREPARED AND SUBSEQUENT APPROVAL BY CONCERNED AUTHORITY.**

[Provide details of TP in India for which DPR Prepared and subsequent clearance from concerned Authority.]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name /location of the Project</th>
<th>Capacity</th>
<th>Client (name, address contract form contractor)</th>
<th>Completion schedule date</th>
<th>Actual Completion Date</th>
<th>Work Value</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td>3</td>
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</tr>
</tbody>
</table>

Note: 1) Supporting documents from Client certifying consultant’s scope of work and having completed the same satisfactory required. (Only best four references along with proper certificates to be provided)
2) In the absence of supporting certificates from the Client, such experience / work shall not be considered for evaluation.

(Signature of Authorised Signatory of the Consultant)

(Seal of the Firm)
### 6.8.4.3 FORM 6.8 B4

**PARTICULARS OF WORKS IN HAND:**

<table>
<thead>
<tr>
<th>SL NO</th>
<th>NAME OF THE PROJECT AND LOCATION</th>
<th>TYPE OF WORK</th>
<th>NAME AND ADDRESS OF CONTRACT PERSONAL OF CLIENT WITH TELEPHONE NUMBER</th>
<th>CONTRACT AMOUNT &amp; ESTIMATED COST OF BALANCE WORK</th>
<th>COMPLETION PERIOD PRESENT STAGE OF WORK WITH REASONS OF DELAY (IF ANY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STIPULATED</td>
</tr>
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<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note: Supporting documents from Client certifying consultant’s scope of work is required.

(Signature of Authorised Signatory of the Consultant)

(Seal of the Firm)
6.8.4.4 FORM 6.8 C. DEVIATION SCHEDULE

<table>
<thead>
<tr>
<th>SL NO</th>
<th>DESCRIPTION</th>
<th>REFERENCE CLAUSE/ PARAGRAPH NUMBER</th>
<th>DEVIATION PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TECHNICAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>COMMERCIAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Due to deviating, appropriate financial loading shall be done while evaluating Part II. And comparative position of bidders shall be analysed accordingly.

Signature of Authorized Signatory of the Firm

(SEAL OF THE FIRM)

Consulting Firm’s Name:
6.8.4.4 FORM 6.8D – DESCRIPTION OF THE APPROACH METHODOLOGY AND WORK PLAN FOR PERFORMING THE CONSULTANCY WORK

[Technical approach, methodology and work plan are key components of the Technical and Commercial Bid. The Consultants are suggested to present their Technical Bids (in details supported with charts, diagrams and progress reporting etc.) divided into the following THREE chapters]

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing.

a) Technical Approach and Methodology :- In this chapter the consultant should explain their understanding of the objectives of the work, approach to the consultant services, methodology for carrying out the activities & obtaining the expected output and level of details of such output. The consultant should also highlight the problems being envisaged and their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the methodologies proposed and highlight the compatibility of those methodologies with the proposed approach. The consultant should also elaborate here the name of the proposed institution/laboratories etc. where the consultant intends to take up the various tests/studies involved in preparation of DPR from the approved list of Expert Agencies.

b) Work Plan :-In this chapter the consultant should propose the main activities of the work, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the section – 5 and ability to translate them into a feasible working plan. The tentative list of the documents, including reports, drawing and tables to the delivered as final output should be included here. The work plan should be consistent with the work schedule of Form 6.8 H.

c) Organization and Staffing: - In this chapter the consultant should propose the structure and composition of their team. The consultant should list the main disciplines of the work, the key expert responsible, and proposed technical and support staff.

d) Software used

e) Methods to save time and reduce cost

f) Quality Assurance Program
### 6.8.4.5 FORM 6.8E – TEAM COMPOSITION AND TASK ASSIGNMENTS

1. **Key Professional staff:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td></td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

2. **Professional Support Staff:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Other Support Staff:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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<td></td>
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<tr>
<td>5.</td>
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</tbody>
</table>
6.8.4.6 FORM 6.8 F SUMMARY OF CURRICULUM VITAE (CV) FOR REPOSED KEY PROFESSIONAL.

(TO BE GIVEN ONLY FOR THE CATEGORIES LISTED IN THIS SECTION)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Detail</th>
<th>Key Personnel (1,2…………………..n)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 Group leader</td>
</tr>
<tr>
<td>1</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Age</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Qualification</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>No. of Publications</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>No. of Similar works Carried out and the same has been mentioned and highlighted in CV.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total No. of years of Professional Experience</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Membership of INTERNATIONAL Professionals ASSOCIATIONS</td>
<td></td>
</tr>
</tbody>
</table>

The CV covering the similar experience portion in bold letters with photograph of the person duly signed by the professional and authorized signatory of the consultant enclosed as 6.8 F1, 6.8F2,.... ................................................................................ using Format 6.8F1.
6.8.4.6 FORM 6.8F1. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF
(Separate sheet to be used for each Key professional staff)

PHOTO

1. Proposed Position [only one candidate shall be nominated for each position]: ____________

2. Name of Firm [Insert name of firm proposing the staff]: _______________________

3. Name of Staff [Insert full name]: _________________________________________

4. Date of Birth: __________________________ Nationality: ______________________

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]: ___

6. Membership of professional Associations: _________________________________

7. Other Training: [Indicate significant training since degree under 5 – Education were obtained, Mention the specific training in the Bold letters]: _________________________________

8. Countries of work Experience: [List countries where staff has worked in the last ten years]: ____________________________

9. Language [For each language indicate proficiency: good, fair or poor in speaking, reading and writing]: _________________________________

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]: ____________________________

Form [Year]: _______ To [Year]: _____________

Employer: ________________________________

Positions held: ________________________________
### 11. [List all tasks to be performed under this work]

### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the works in which the staff has been involved, indicate the following information for those works that best illustrate staff capability to handle the tasks listed under point 11.]

- **Name of consultancy work or project:**
- **Year:**
- **Location:**
- **Client:**
- **Main project features:**
- **Positions held:**
- **Activities performed:**

### 13. Certification:

I, the undersigned certify that to the best of my knowledge and belief, this CV correctly describes Myself, my qualifications and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_________________________________________ Date: ____________

[Signature of staff member or authorized representative of staff] Day/Month/Year

Full name of authorized representative: ____________________________________________

### Note:

1. For Key Professionals, Staff the input should be indicated individually; for support Staff should be indicated by category (e.g.: draftsman, clerical staff, etc.).

2. Months are counted from the start of the Consultancy work. For each staff indicate separately staff input for home and fieldwork.

3. Field means services carried out at office in India / Project Site and Home means services carried out in Consultant’s Country.

4. Bidder is expected to show full time and part time input against each staff by using different bars.
### FORM 6.8 G1 DETAILS OF STUDIES / INVESTIGATIONS / TESTS, IF ANY PROPOSED TO BE SUBMITTED/COLLABORATED WITH THE APPROVED EXPERT AGENCIES.

[Indicate studies / investigation/ tests which the consultant propose to carry out by the expert agencies indicated in section – 5]

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>STUDY/INVESTIGATION/TEST</th>
<th>NAME OF EXPERT AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** If Expert Agencies are other than approved list of JRDA then credential of Agencies to be submitted.

### FORM 6.8 G2 DETAILS OF STUDIES/INVESTIGATIONS/TESTS, IF ANY PROPOSED TO BE CARRIED OUT BY DPR CONSULTANT HIMSELF.

[Indicate studies / investigation/ tests which the consultant propose to carry out himself as indicated in section – 5]

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>STUDY/INVESTIGATION/TEST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** If Expert Agencies are other than approved list of JRDA then credential of Agencies to be submitted.
6.8.4.10 FORM 6.8H PART A, B, C ACTIVITY (WORKS) SCHEDULE

A. BAR CHART

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Activity (work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>...</th>
<th>n</th>
</tr>
</thead>
</table>

Note: Input required from JRDA to be highlighted.

B. COMPLETION AND SUBMISSION OF REPORTS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEM</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Meeting with client in Dhanbad office for taking over input documents/data/reports and finalize scheduling of tasks.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Monthly Progress Report</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Submission of Inception report including presentation on review of relevant existing data and documents, Quality Assurance Manual specific to this job and report on additional site investigation on topographical, hydrological and Township Planning Studies.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Submission of Report on Topological, hydrological/investigations and Township Planning.</td>
<td></td>
</tr>
</tbody>
</table>
C. **ACTIVITY NETWORK:**

Submit activity network for the activities indicated above clearly showing time required for each activity and dependency between activities.

### FORM 6.8.1: INFORMATION REGARDING FAILURES THAT OCCURRED AND REASONS THEREOF IN PERFORMING SERVICES IN THE PROJECTS WHERE THE CONSULTING FIRM WERE / ARE ENGAGED

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Project And address with Phone/Fax/e-mail</th>
<th>Year</th>
<th>Description of services as per contract</th>
<th>Description / Reasons of failure</th>
<th>Whether LD Imposed / barred from tendering in other projects</th>
</tr>
</thead>
</table>

We hereby confirm that the information above is complete, true and correct. We have not concealed any information and we understand that any willful misstatement described above or information regarding failures occurred but not provided above may lead to disqualification before award or termination of the contract with all consequential losses to our account after award of work.

(Signature of authorized representative of the consultant)
To,

Project Director
Jharia Rehabilitation & Development Authority
Hatia More, Golf Ground Rd.
Hirapur,
Dhanbad – 826001

Subject: Bid for Preparation of DPR of Jharia Rehabilitation Project.

Dear Sir,

It is hereby declared that all the key professionals and support professionals who’s CVs have been enclosed with our bid shall be available for the proposed consultancy work, in case of award of the consultancy contract to us. Their availability is assured by us for the assigned work except for the unavoidable circumstances i.e. resignation, death, insanity. In such case immediate replacement with prior approval of JRDA shall be arranged.

Date:-

Signature of authorized representative of the firm
6.8.4.13  **FORM 6.8 K – FINANCIAL CAPABILITIES**

<table>
<thead>
<tr>
<th></th>
<th><strong>Capital:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Authorized</td>
</tr>
<tr>
<td></td>
<td>Issued</td>
</tr>
<tr>
<td>2</td>
<td>Annual value of consultancy work undertaken for last three years</td>
</tr>
<tr>
<td>3</td>
<td>Approximate value of consultancy work in hand</td>
</tr>
<tr>
<td>4</td>
<td>Financial status (average annual turnover) during last three years</td>
</tr>
<tr>
<td>5</td>
<td>Detail of assets and balance sheets for last three years. (Enclosure of balance sheets for last three years is mandatory)</td>
</tr>
<tr>
<td>6</td>
<td>Annual Value of similar consultancy work undertaken for last three years</td>
</tr>
</tbody>
</table>
6.9 **CHECKLIST OF INFORMATION/ DOCUMENTS TO BE SUBMITTED WITH TENDER:**

Check whether the following information/documents have been submitted along with Part-I of bid:

a) Cost of Tender in approved form, if tender is downloaded from internet

b) Earnest money Deposit of approved value in approved form

c) Copy of PAN card

d) Solvency certificate not older than 6 months from a nationalized bank

e) Technical Bids submission form. (Form 6.8A)

f) Consultant’s Organization (Form 6.8 B)

g) Work Experience Details (Form 6.8 B1, B2, B3, B4)

h) Deviation Schedule. (form 6.8 C)

i) Description of methodology & work plan for performing the work(Form 6.8D)

j) Team composition & Task assignment (Form 6.8E)

k) Summary of Curriculum Vitae of proposed key professional staff (form 6.8 F)

l) CV of proposed key professional staff in standard format.( form 6.8 F1)

m) Staffing schedule for professional personnel. (form 6.8G)

n) Studies/investigations etc, if any proposed to subletted/collaborated to approved Expert Agencies. (Form 6.8 G1)

o) Activity (work) schedule. (Form 6.8 H Part A,B,C

p) Information regarding failure and reasons thereof. (Form 6.8 I)

q) Declaration assuring availability of the proposed professional (Form 6.8 J)

r) Financial capabilities (Form 6.8 K)

s) Preliminary list of reports that are proposed to be prepared for completion of work.

t) Joint Venture / Consortium Agreement, if applicable.
u) Quality Assurance Program to be implementation for this job.

v) Supporting documents / certificates from client duly attested by the bidder.

w) Any information the consultant desires to submit to demonstrate his capability to undertake this work.

x) Any other information not specially covered above, but required as per the tender document.
JOINT VENTURE / CONSORTIUM AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN ……………. FOR BID SPECIFICATION No. : JRDA OF

THIS Joint venture agreement executed on this ………………… day of ……………………… Between M/S………………………… and having its registered office at ………………………………..(hereinafter called the ‘Lead partner which expression shall include its successors executors and permitted assigns), M/S……………………………………. and having its registered company incorporated under the laws of ………………………………… and having its registered, office at ……………………………. (hereinafter called the ‘Partner’ which expression shall include its successors, executors and permitted assigns) and M/S…………………………………… a company incorporated under the laws of ………………………………… and having its registered, office at ……………………………(hereinafter called the ‘Partner’ which expression shall include its contract ( in case of award) against the specification No. for Preparation of DPR of JRDA, India as defined in this contract.

WHEREAS the client invited bids as per the above mentioned specification for the preparation of DPR of Jharia Rehabilitation Master Plan, India is defined in this contract.

AND WHERE AS Clause 6.6.3 of information to consultant and evaluation criteria the BID shall be signed by Lead partner on behalf of the partners of the Joint venture, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the Joint venture agreements shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any registration or liability for either party.

AND WHEREAS the bid has been submitted to the client for the Tender No. by lead partner based on the Joint venture agreement between all the partners under these presents and the bid in accordance with the requirement of Clause no. 6.6.3 of information to consultant and Evaluation criteria.
NOW THIS INDENTURE WITNESSTH AS UNDER

In consideration of the above premised and agreements all the partners to the joint venture do hereby now agree as follows:

1. In consideration of the award of the contract by the client to the joint venture partners, we, the partners to the joint venture agreement hereby agree that M/s. ………………….. shall act as Lead partner, M/s………………… and M/s…………………… shall be partners. We the partners to this Joint venture further declare and confirm that we shall jointly and severally be bound unto the client for the successful performance of the contract and shall be fully responsible for the successful performance of the works in accordance with the contracts.

2. In case of any breach of the said contract by the Lead partner of other partner(s) of the Joint Venture agreement, all the partner(s) do hereby agree to fully responsible for the successful performance of the contract(s) and do carry out all the obligations and responsibilities under the contract in accordance with the requirements of the contract(s).

3. Further, if the client suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in the meeting the performance guaranteed as per the specification in the terms of contract all the partner(s) of these presents undertaken to promptly make good such loss or damages caused to the client on its demand without any demur. It shall not be necessary or obligatory for the client to proceed against lead partner to these presents before proceeding against or dealing with the other partner(s).

4. The financial liability of the partners of this Joint Venture agreement to the CLIENT, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said joint venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the partners of the joint venture agreement.

5. It is expressly understood and agreed between the partners to the joint venture agreement that the responsibilities and obligations of each of the partners shall be an enclosed in Annexure-I, to this agreement (The responsibilities and obligations of each partners to be separately incorporated suitable by the partners in enclosed Annexure-I), it is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibility of the partners under this contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of the India and the Courts of Dhanbad alone shall have the exclusive jurisdiction in all matters arising there under.

7. In case of award of contract(s), we the partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for the furnishing contract performance security from a scheduled bank guaranteed by Reserve Bank of India in favour of the Client in the currency/currencies of the contract(s).

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall from an integral part of the contract(s), and shall continue to be enforceable till the client discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
IN WITNESS WHEROF, the partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

1. Common seal of ……………………………
   has been affixed in my/our presence
   dated …………………
   Signature …………………
   Name ………………………
   Designation …………………
   For Lead Partner
   (Signature of authorized representative)
   Name ………………………
   Designation …………………

2. Common seal of ……………………………
   has been affixed in my/our presence
   dated …………………
   Signature …………………
   Name ………………………
   Designation …………………
   For Partner(s)
   (Signature of authorized representative)
   Name ………………………
   Designation …………………
   Common Seal of the Company
   ……………………………

WITNESSES:

1. …………………………….
   (signature)
   Name ………………………
   …………………………….
   (official address)

2. …………………………….
   (signature)
   Name ………………………
   …………………………….
   (official address)
JHARIA REHABILITATION MASTER PLAN
Hatia More, Golf Ground Road
Hirapur, Dhanbad
Dhanbad – 826001

TENDER DOCUMENT
FOR

CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – 7

INPUTS TO THE CONSULTANT BY CLIENT
7.0 INPUTS TO THE CONSULTANT BY CLIENT

The consultant will review all data and documents as given in the section with regard to completeness, perfection and correspondence with the finding at site. Additional surveys, field investigations, tests and studies shall be carried out by the consultant at no extra cost to JRDA. The inputs available at the time of tender may be inspected by the consultants in the client’s office at Dhanbad with prior appointment during tender sale period. However, these data and documents shall be handed over only to the winning consultant to whom contract is awarded and the consultant shall make necessary arrangements to collect it from the client’s office in Dhanbad.
JHARIA REHABILITATION MASTER PLAN
Hatia More, Golf Ground Road
Hirapur, Dhanbad
Dhanbad – 826001

TENDER DOCUMENT
FOR

CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION – 8

COMMERCIAL TERMS AND CONDITIONS
8. COMMERCIAL TERMS AND CONDITIONS:

8.1 PRICE

The prices quoted in the “Price schedule” for the work described in this tender document, shall be on lump sum basis and shall be deemed to have included all elements of engineering/drafting man-hours, site/field studies, equipment and hiring of equipment review of documents and data, collecting information / data meetings etc as required, visit to site, clients officers, concern authority for participation in meetings and for preparation of Detailed Project Report, services, supervision, consumables, overheads and profits, all taxes excluding service tax which has been accounted for separately in section –9, levies, insurance, fee etc. It shall also include all general risks, liabilities and obligations set forth for implied in the document. Services tax shall be quoted separately.

The consultant shall submit along with the tender, list of deviations (technical as well as commercial) if any, in form 6.8 C as indicated in section 6.8.4.4.

8.2 PAYMENT TERMS

Payment towards the completion of various activities shall be on lump sum basis as per the price schedule of PART-2. Payment shall be based on the break-up of various items as mentioned in Table – 8.1 enclosed at the end of this section. No interim payment will be made based on the quantum of work completed on pro-rata basis as monthly RA bill.

a) This being lump sum price contract, payments under this contract shall not exceed the ceiling in foreign currency and in local currency, and so additional amount would be payable for any extra work claimed to have been made by the consultant.

b) Bills in the prescribed JRDA format shall be submitted by the consultant to Engineer – in-charge, in triplicate along with a soft copy with relevant documentary evidence in support of bill. The bill will be paid within the 30 days from the date of its submission to the Engineer-in-charge. Only such portion of a bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultants, the Client may add or subtract the difference from any subsequent payments. No interest shall be payable as from the above due date on any amount due by, but not paid on such due date.

c) Invoice for the release payment shall be raised in the name of Engineer- in- charge JRDA.

d) Foreign currency payments shall be made in maximum one freely convertible currencies as quoted in price schedule and local currency payments shall be made in Indian Rupees (INR) which is the currency of the Client’s country.
e) No payment shall be in advance.

f) The rates quoted shall remain firm during period of the contract including extended period, if any.

g) Any amount which the Client has paid or caused to be paid in accordance with this clause in excess of the amount actually payable in accordance with the provisions of this contract shall be reimbursed by the consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve(12) calendar months after Issuance of certificate of completion by the client.

h) All payments under this contract shall be made to the consultants by the Account payee cheques.

i) There are some deliverables which are not mentioned specifically in the Tender but are required to be submitted for the completeness of the work. Cost of such deliverables shall be included in the price schedule.

8.3 JRDA’S RIGHT

JRDA reserves the right for the following:-

i) Rejection of the offer without assigning any reason whatsoever.

ii) Rejection of the offer if found incomplete with regard to the required information regarding scope of the work.

iii) Review of the work performed by the consultant and task for any clarification and changes/modifications to the work performed by the consultants. Such changes shall be mutually discussed and agreed upon between JRDA and consultant and same shall be incorporated by the consultant in this work without any dilution of the responsibilities of the consultant and at no extra cost.

8.4 TRAVEL EXPENSES:

The rates quoted by the consultant shall be inclusive of all travel expenses of his staff or personnel or expert agencies, for visiting the site, JRDA office at Dhanbad or elsewhere required for completing the consultancy work. During the execution of the contract, no additional travel expenses shall be payable to the consultant. The bid shall include cost for the same.

8.5 COPYRIGHT CLAUSE:

Copyrights and all proprietary rights of all drawings/reports prepared by the consultant shall rest with JRDA.
TABLE-8.1 – ITEMWISE BREAKUP OF TOTAL LUMPSUM COST

The Payment to the consultant shall be released as under:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEM</th>
<th>PAYMENT AS PERCENTAGE OF TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On submission and acceptance of inception report including presentation on review of relevant existing data, documents, OLD DRAFT DPR etc. and report on additional site investigations on tropological, hydrological, geological, and studies etc. including the relevant drawings and quality Assurance manual specific to this job.</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>On submission and acceptance of reports on Detailed cost estimate with analysis of rates and economic justification, evaluation / analysis.</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>On submission and acceptance of First draft DPR including drawings.</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>On submission and acceptance of draft DPR including drawings after compliance of all comments of JRDA.</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>On submission and acceptance of Final DPR after incorporating the comments from concerned Authorities.</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
JHARIA REHABILITATION MASTER PLAN
Hatia More, Golf Ground Road
Hirapur, Dhanbad
Dhanbad – 826001

TENDER DOCUMENT
FOR
CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

PART - 2

OFFICE :
DIRECTOR (Project)
JHARIA DEVELOPMENT & DEVELOPMENT AUTHORITY
HATIA MORE. GOLF GROUND ROAD
HIRAPUR, DHANABD (826001)
JHARKHAND
<table>
<thead>
<tr>
<th>TENDER NO.</th>
<th>CONSULTANCY WORK FOR PREPARATION OF DETAILED PROJECT REPORT &amp; P.M.C. FOR JHARIA REHABILITATION MASTER PLAN</th>
<th>PART – 1, SECTION – 9</th>
</tr>
</thead>
</table>

JHARIA REHABILITATION MASTER PLAN
Hatia More, Golf Ground Road
Hirapur, Dhanbad
Dhanbad – 826001

TENDER DOCUMENT

FOR

CONSULTANCY WORK
FOR
PREPARATION OF DETAILED PROJECT REPORT
AND
PROJECT MANAGEMENT CONSULTANCY
FOR
JHARIA REHABILITATION MASTER PLAN

TENDER NO. : 01/09-10

SECTION - 9

PRICE SCHEDULE AND FORM
9 PRICE SCHEDULE AND FORM

9.1 FORM – 9A PRICE AND SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer our price bid for consultancy work for Preparation of Detailed Project Report (DPR) of JHARIA REHABILITATION PROJECT in accordance with your Tender [Insert No.& Date] and our Technical and Commercial bid. Our attached price Bid is for the sum of [Insert amount(s) in words and figures].

Our Price bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to explain of the validity period pf the bid, i.e. before the date [Insert Date] indicated in GCC clause 3.3

“ No commissions or gratuities have been or are to be paid by us to agents relating to this bid and contract execution.”

We understand that you are not bound to accept any bid you receive.

We remain.

Yours sincerely,

Authorized Signature [In full and initials] : _______________________________
Name and Title of Signatory: ________________________________
Name of Firm: ____________________________________________
Address: ________________________________________________

1. Amounts must coincide with the total cost indicated in price schedule in Form 9B.
### 9.2 FORM – 9B - PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>UNIT</td>
</tr>
<tr>
<td><strong>Part - I</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>A. Finalization of Master Plan Drawing including town planning of satellite township.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Residential and Non-Residential Buildings-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Preparation of final architectural drawings such as Visthapit Awas Hospital, School, Community Hall, Marketing Complex, Bank, Post Office, Play ground, Children Park etc &amp; Detail engineering which includes design, structural design and preparation of construction drawings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Preparation of Tender Documents consisting of BOQ, Specification, Cost estimate, Tender Drawings etc. to enable tendering of the work</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Bulk Services</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>i. Identification of land for Satellite Township, Contour Survey and Topography Survey etc.</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td>UNIT</td>
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<tr>
<td>1.</td>
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<td></td>
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<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ii. Preparation of Tender Documents consisting of BOQ, Specification, Cost estimate, Tender Drawings etc. to enable tendering of the work</td>
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<tr>
<td>2.</td>
<td>i. Identification of land for Satellite Township, Contour Survey and Topography Survey etc.</td>
<td></td>
</tr>
</tbody>
</table>

---

- **Part - I**
- **Bulk Services**

**Costs**: 
- **UNIT**: Ha, Sqm, L.S.

---

**Item**: 
- **A. Finalization of Master Plan Drawing including town planning of satellite township.**
- **B. Residential and Non-Residential Buildings**: 
  - **i. Preparation of final architectural drawings**
  - **ii. Preparation of Tender Documents**
- **Bulk Services**: 
  - **Identification of land for Satellite Township, Contour Survey and Topography Survey etc.**
9.2 FORM – 9B - PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (IN Fig)</th>
<th>RATE (In Word)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>ii. Conceptual design, drawings and detailed specification for bulk services for entire township consisting roads and drains, rain water harvesting, water supply network including overhead tanks, underground tanks, Sewage system including network and treatment plant, internal and external electrification, electrical substation, communication system etc &amp; Detail engineering which includes design and preparation of detailed working drawings.</td>
<td>Ha.</td>
<td></td>
<td>1104.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>iii. Preparation of Tender Documents consisting of BOQ, Specification, Cost estimate, Tender Drawings etc. for all civil, electrical and mechanical works.</td>
<td>L.S.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>PART - II</strong> Providing complete support/guidance from pre-tender to construction stage. Project Management consultancy in calling of Tender, Bid Evaluation, finalisation of tender and monitoring and supervision of Execution of work. Assistance in obtaining necessary statutory clearances from concerned central/State Government department is included in the scope of Consultant.</td>
<td>In percent of quoted amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>4. Services tax @ 12.36% or as per currently applicable on the remunerations of the services payable in India</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Foreign currency.

2. Indicate the Lump sum cost of providing the consultancy work as per Tender conditions with specific reference to section – 5, which shall include all costs associated with the work including but not limited to consultant’s and his stag remunerations (foreign and local, in the field and headquarters) and other expense such as transportation (international and local, for mobilization and demobilization), TA/DA, travel secretarial expenses, accommodation, office expenses, overheads, fees, levies, consumables, profit, services and equipment (vehicles, office equipment, furniture and supplies) insurance, printing of documents and reports, surveys, investigations, laboratory tests, sub-consultant’s / expert agencies expenses etc. and all taxes & duties payable by the consultant outside India (i.e. in case of foreign consultants, taxes & duties payable in their home country). The local indirect taxes on the contract and income tax payable on the remunerations of the services by nonresident staff will be included in the total cost.

3. Service tax shall be reimbursed against documentary evidence limited to the amount mentioned above. In case of my revision in the rate of service tax the same shall be reimbursed limited to the pro rata variation.

Signature:

Name:

Date:

Official Seal: