

Bihar Rajya Beej Nigam Limited (BRBN) **Agriculture Farm, Mithapur, Patna-800001**

Notice Inviting Request for Proposals from eligible Consultants for appointment as Financial Management and Technical Support Consultants in Bihar Rajya Beej Nigam Limited (BRBN), Govt. of Bihar

1. In order to achieve self-sufficiency and self-reliance in meeting the growing demand of quality seeds of high yielding varieties from the farmers of the State at a reasonable price, the Bihar Rajya Beej Nigam Limited Ltd (BRBN) was incorporated on July 18, 1978 under the Companies Act, 1956 by the Government of India with the financial assistance of World Bank under the Second National Seed Project.
2. Managing Director, Bihar Rajya Beej Nigam (BRBN), Govt. of Bihar invites proposals from eligible Chartered Accountant Firms for appointment as Financial Management and Technical Support Consultants for the HO and its Six Regional Office /Units .
3. The will appoint a CA Firm will provide suitable manpower and consultancy at State Level and at Units
4. Associates or JV arrangement or networking is not allowed under the assignment.
5. Pre-requisite for participating Chartered Accountant Firm:
 - a. The Chartered Accountant Firm should be registered with ICAI and have Income Tax Registration and service Tax Registration [To **provide all Certificate of Registration**].
 - b. The CA Firms should have been in operation in India for at least 10 years after registration and have its Head Office in Bihar.
 - c. CA Firm should have at least 5 years of experience in working/consulting in the accounting and financial management sector (**not statutory audit**) of Central /state level Government Organisations of India or in any state Government or Central Government Undertakings. [**To provide brief details and a Declaration signed by the Principal Officer of the Firm in the respect**]
 - d. Average annual turnover of the bidder for the last three financial years should be equal to or greater than Rs. 50 lakhs. [To **provide copies of audited Financial Statements for all the 3 years**].
6. Interested CA Firms may download the complete Request for proposal (RFP) Document, from tender section on the website **www.brbn.bih.nic.in** from January onwards.

7. Interested CA Firms may submit their proposals along with a Demand Draft of Rs. 2500/- (Rupees Five Thousand only) drawn in favour of The Managing Director, Bihar Rajya Beej Nigam Ltd, payable at Patna, towards the cost of RFP Document (Non-refundable) and the Bid Security (Refundable) as mentioned in the RFP. No proposals will be accepted without cost of RFP document and Bid security. No liability will be accepted for downloading the incomplete document.
8. Sealed Completed proposals along with the demand draft in acceptable form will be received at the address mentioned below on any working day up to 15:00 hours on 19.02.2015 ,Bid Eligibility and Technical Proposal of Bids shall be opened on the same day at 15:30 hours at following Address:

Managing Director
BIHAR RAJYA BEEJ NIGAM(BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

The Managing Director, Bihar Rajya Beej Nigam Ltd (BRBN) reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds. The proposals will be evaluated based on the information provided by the CA Firms and the evaluation criteria detailed in RFP Document.

Managing Director, BRBN

February
2015

**Request for Proposal (RFP) Document for Selection
of Consultancy Firms for appointment as Financial &
Technical Support Consultant in Bihar Rajya Beej
Nigam Limited (BRBNL), Govt. of Bihar**

Managing Director
BIHAR RAJYA BEEJ NIGAM (BRBN)
Agriculture farm, Mithapur, Patna-800 001
Email brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)



TENDER TITLE: Request for Proposals for appointment of Consultant as Financial Management and Technical Support Consultant in Bihar Rajya Beej Nigam Limited for HO and Regional offices .

TENDER NO: 01/2015

COST OF RFP DOCUMENT: Rs. 2500/- each

CONTRACT PERIOD: 24 Months

REFERENCE NUMBER:

DATE OF ISSUE: 5 February 2015

PRE-PROPOSAL MEETING 13 February 2015

CLOSING DATE: 19 February 2015

SECTION 1: LETTER OF INVITATION

Section 1 – Letter of invitation

Ref:

Date:

January 2015

From:

Managing Director
BIHAR RAJYA BEEJ NIGAM
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

To:

[insert: Name and Address of Consultant]....

.....

Attention: Mr/Ms

1. The Managing Director, BRBN invites proposals to provide the following consulting services:
Financial Management and Technical Support Consultants in Bihar Rajya Beej Nigam
2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP)
3. This RFP is available to all eligible prospective consulting firms.
4. A firm will be selected under Quality and Cost Method and procedures described in this RFP, in accordance with the policies of the Govt. of Bihar.
5. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Contract Document
6. A Pre-proposal meeting has been scheduled for 13 February, 2015 at the office of the undersigned at 15:00hrs, where all issues/clarifications could be discussed and finalized.
7. The deadline for receipt of proposals shall be 19 February 2015 up to 15.00 hrs.
8. BRBN reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Managing Director,
Bihar Rajya Beej Nigam, Govt. of Bihar

SECTION 2: INSTRUCTION TO CONSULTANTS

Section 2- INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

General

- 1.1 Bihar Rajya Beej Nigam Limited (BRBNL) , Govt. of Bihar (GoB), Patna, Bihar, INDIA will select a consulting firm /organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4 The BRBN is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6 BRBN requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BRBN. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - (i) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment; or
 - (ii) If a Consultant is associated with or affiliated to a contractor or manufacturer; or
 - (iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by BRBN in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
 - (iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a

Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

Fraud and Corruption

- 1.7 The BRBN requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the BRBN
- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
 - (ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded By BRBN contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any BRBN contract.

Proposal:

- 1.8 If a Consultant (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.

Proposal Validity

- 1.9 The Data Sheet indicates how long the Consultants’ Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

- 1.12 No current government employee shall be deployed by the consultant without the prior written approval by the appropriate authority.
- 1.13 **Bid Security (Earnest Money Deposit)**
- a. The bid security of amount indicated in Data Sheet in favour of “The Managing Director, Bihar Rajya Beej Nigam(BRBN)” payable at Patna shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
 - b. The Employer shall reject any bid not accompanied by appropriate bid security, as non responsive.
 - c. The bid security of the successful Bidder shall be returned as promptly as possible once the he has signed the Contract and furnished the required performance security.
 - d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
 - e. The bid security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract within required time frame;
 - (ii) Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents up to fifteen (15) days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1 Consultant's Proposal (the Proposal) will consist of three (3) components
- (i) **Envelope I:** Bid Security, Cost of RFP Document (if any), and evidences of proving Bid Eligibility;
 - (ii) **Envelope II:** the Technical Proposal, and
 - (ii) **Envelope III:** the Financial Proposal

- 3.2 Bid Security, Cost of RFP Document (if any), and evidences of proving Bid Eligibility: Bid security as mentioned in clause no 1.13 above shall be placed in Envelope I. In addition, the consultants must enclose all evidences to support the bid eligibility along with the Demand Draft for the cost of RFP Document, if any. If the bid security, cost of RFP document, and evidences supporting bid eligibility are found proper then only technical and financial proposals will be entertained.
- 3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English.
- 3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.
- 3.5 The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Technical Proposal Format

- 4.2 (i) The consultant shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (ii) The following table summarizes the content and maximum number of pages permitted for each type of Proposal. A page is considered to be one printed side of A4 size paper.

Proposal Type Content	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Bio-data Technical Proposal (BTP)
Experience of the firm	(i) Maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) Maximum of twenty (20) pages of relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.	Not required.	Not required.
General approach and methodology, work plan for understanding of	Maximum Twenty Five (25) pages inclusive of charts and diagrams (Form TECH-4).	Maximum ten (10) pages including charts and diagrams (Form TECH-4)..	Maximum one (1) page for work plan. No written methodology to be provided.

Proposal Type Content	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Bio-data Technical Proposal (BTP)
the Project			
Personnel schedule	Form TECH-7	Form TECH-7	Form TECH-7
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).	included as part of general approach and methodology.	not required.
Experts' CVs	maximum of five (5) pages for each expert's CV using Form TECH-6.	maximum of five (5) page CV for each expert using Form TECH-6.	maximum of five (5) page CV for each expert using Form TECH-6.
Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).	not required.	not required.
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-5	Form TECH-5	Form TECH-5

Note: The above page limits excludes all supporting documents, like audited financial statements, certificates of registration, certificates from employers showing completed work or on-going work, etc.

Technical Proposal Content

- 4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xiii) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-7). Such information must be provided by the Consultant and each Associate.
- (i) A brief description of the organization and outline of recent experience of the consultant and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the consultant's involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (Joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - (iv) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
 - (v) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
 - (vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

Personnel

- (vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
- (viii) Only one CV may be submitted for each position.
- (ix) Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (x) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.
- (xi) A zero rating will be given to a nominated expert if the expert:**
 - (a) has not signed the CV;

5. FINANCIAL PROPOSAL

- 5.1 All information provided in Consultants' Financial Proposal will be treated as confidential.
- 5.2 The Financial Proposal is to be submitted in the requisite forms enclosed.
- 5.3 No proposed schedule of payments should be included in Consultants' Financial Proposals.
- 5.4 Consultants shall quote the rates in Indian National Rupees only.
- 5.5 Form FIN-2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:
 - (i) Not taken any action which is or constitutes a corrupt or fraudulent practice; and
 - (ii) Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuring Consultant's Contract.
- 5.7 The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs / expenses and statutory taxes excluding Service Tax. The Client shall pay Service Tax as applicable on prevailing rates.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- 6.2 An authorized representative of the Consultant shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- 6.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.4 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICALPROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL**

PROPOSAL” and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes (Envelope 1 –Earnest Money Deposit, Envelope 2 –Technical and Envelope 3 – Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the loan project, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**

- 6.5 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

7. PROPOSAL EVALUATION

General

- 7.1 From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Consultant to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Consultant’s Proposal.
- 7.2 The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

Evaluation of Technical Proposals

- 7.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 7.4 The Client’s ‘Consultants Selection Committee’ (CSC) will be responsible for evaluation and ranking of Proposals received.
- 7.5 The CSC evaluates and ranks the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1000 points.
- 7.6 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) the Consultant that submitted the Proposal or one of its Associated Consultants belongs to one of the cases described in Sub-Clause 5.6(i) to and failed to make a proper statement to that effect in the cover letter ; or
 - (ii) the Consultant that submitted the Proposal or one of its Associated Consultants was found not to be legally incorporated or established in India; or
 - (iii) the Technical Proposal was submitted in the wrong format;
 - (iv) the Technical Proposal included details of costs of the services; or
 - (v) The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.
- 7.6 After the technical evaluation is completed, the Client shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Consultants whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of

Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- 8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet.
- (i) The marks of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
 - (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
 - (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative.

Evaluation of Financial Proposals

- 8.2 Under LCS financial proposals shall be opened publicly and read out;
- 8.3 Consultants' attendance at the opening of Financial Proposals is optional.
- 8.4 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
- (i) complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors.
 - (ii) computational errors if there are errors these will be corrected;
 - (iii) other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.
- 8.5 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 8.6 The evaluated total price (ETP) for each Financial Proposal will be determined.
- 8.7 When the LCS method is used: the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.

9. Contract Negotiations and Award of Contract

- 9.1 The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract
- 9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. Performance Security

The consultant will furnish within 10 days of the issue of Communication of the Final Selection to the Consultant , an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favour of "Bihar Rajya Beej Nigam Limited ,payable/en-cashable at **Patna**, from any nationalised or scheduled commercial Bank in India for an amount equivalent to **5%** (Five percent) of the total contract value towards Performance Security valid for a period of **three(3) months** beyond the stipulated date of completion of services. The Bank Guarantee will be released after three month and rectification of errors, if any, found during appraisal/approval of reports by competent authorities whichever is later.

Section 2: Data Sheet to Instruction to Consultants

Paragraph Reference	
1.1	<p>Name of the Client: Bihar Rajya Beej Nigam(BRBN)</p> <p>Client's Representative: Managing Director , Bihar Rajya Beej Nigam(BRBN)</p> <p>Method of selection: Least Cost Method</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p style="text-align: center;">Name of the assignment is: Financial Management and Technical Support Consultants in Bihar Rajya Beej Nigam(BRBN) ,Govt, of Bihar for HO and Regional offices</p> <p>More details on the services are provided in the Terms of Reference (ToR) under Section 5.</p>
1.3	<p>There shall be a pre-proposal meeting as under:-</p> <p>Date and Time: 13 February 2015 at 3:00 PM</p> <p>Venue: Bihar Rajya Beej Nigam(BRBN), Agriculture Farm, Mithapur, Patna- 800 001</p>
1.4	<p>The Client will provide the following inputs and facilities: Mentioned in Terms of Reference (ToR)</p>
1.9	<p>Proposals must remain valid for 90 days after the submission date.</p>
1.11	<p>Not Applicable</p>
1.13 (a)	<p>The Bid Security (refundable) amount is as under in prescribed format:- Rs 25,000.00 (Rupees Twenty Five Thousand only) in the Form of Bank Guarantee or Demand draft</p>
2.1	<p>Clarifications may be requested not later than 10 days before the submission date.</p> <p>The address for requesting clarifications is: Managing Director BIHAR RAJYA BEEJ NIGAM(BRBN) Agriculture Farm, Mithapur, Patna- 800 001 Email: brbn.bih.mail@gmail.com Phone: 0612-2344396 (Fax-0612-2344396)</p>

Paragraph Reference																
4.2 (i)	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)															
4.3 (i)	Managing Director do not permits Association Arrangements and Joint Ventures with other Consultancy firms for this assignment.															
5.4	Under this contract the Consultant's payments Input Based as mentioned in Terms of Reference (ToR). The Consultant shall quote Consultancy Charges for satisfactory performance of the services under the contract in terms of Monthly Fees for the State and its Unit . It is expected that consultant has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.															
5.7	Amounts payable by the Client to the Consultant under the contract shall be subjected to local taxes if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges.															
6.5	Proposals must be submitted no later than the following date and time: Date: 19February 2015, Time:03:00 PM															
7.1	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria:</p> <p>(a) Technical criteria that would be considered for selection of preferred bidder would be as follows:</p> <table border="1" data-bbox="379 1503 1407 1912"> <thead> <tr> <th data-bbox="379 1503 440 1619">Sl. No</th> <th data-bbox="440 1503 1214 1619">Criteria</th> <th data-bbox="1214 1503 1407 1619">Score Allocated</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 1619 440 1682">1</td> <td data-bbox="440 1619 1214 1682">Firms General Experience & Experience in Similar Assignments</td> <td data-bbox="1214 1619 1407 1682">300</td> </tr> <tr> <td data-bbox="379 1682 440 1747">2</td> <td data-bbox="440 1682 1214 1747">Approach & Methodology for proposed assignment</td> <td data-bbox="1214 1682 1407 1747">300</td> </tr> <tr> <td data-bbox="379 1747 440 1848">3</td> <td data-bbox="440 1747 1214 1848">Qualification and Experience of Team Leader & Other Key Professionals</td> <td data-bbox="1214 1747 1407 1848">400</td> </tr> <tr> <td colspan="2" data-bbox="379 1848 1214 1912" style="text-align: center;">Total Score</td> <td data-bbox="1214 1848 1407 1912" style="text-align: center;">1000</td> </tr> </tbody> </table> <p>(b) The members of the CSC will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive</p>	Sl. No	Criteria	Score Allocated	1	Firms General Experience & Experience in Similar Assignments	300	2	Approach & Methodology for proposed assignment	300	3	Qualification and Experience of Team Leader & Other Key Professionals	400	Total Score		1000
Sl. No	Criteria	Score Allocated														
1	Firms General Experience & Experience in Similar Assignments	300														
2	Approach & Methodology for proposed assignment	300														
3	Qualification and Experience of Team Leader & Other Key Professionals	400														
Total Score		1000														

Paragraph Reference	
	<p>proposal will be given a technical score.</p> <p>(c) Narrative Evaluation Criteria is attached at Appendix-I to Data Sheet</p>
8.1	Expected date for public opening of Financial Proposals in February 2015
8.8	<p>When the LCS method is used: the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.</p> <p>Financial Proposal of Only those consultant will be open whose Technical Proposal will secure 750 marks.</p>
10.1	Expected date for contract negotiations: February 2015
10.2	Expected date for commencement of consulting services February 2015.
10.3	The duration of the assignment shall be TWENTY FOUR Months (24) .But may be extended further with the approval of Board of Directors on the basis of the performance .
10.4	Add following text: NIL.

Appendix-I to Data Sheet

NARRATIVE EVALUATION CRITERIA FOR FULL TECHNICAL PROPOSAL (FTP)

I. FIRM'S GENERAL EXPERIENCE AND EXPERIENCE IN SIMILAR ASSIGNMENTS (300 Points)

- A. General Experience of Firm (90 points) Criteria:** The extent and depth of experience of the firm and its associates in Financial Management Consultancy/ Double Entry Accounting Systems/ Auditing etc. in the related sector those are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature. A consultant who has primary responsibility (i.e. the lead consultant) will be given a score higher than a consultant whose responsibility was secondary (i.e. associate consultant).

- B. Experience in Similar Geographical Areas (90 points)**

Criteria: Extent of experience in similar geographical region taking in consideration elements such as population size, economic development stage and possibly other social factors.

Factors to consider: Higher scores will be given to a firm with better regional experiences.

- C. Experience in Similar Projects: Experience in Financial Management & Accounting and Building Capacity of the Accounting Staffs of Government Undertakings (120 points) Criteria:**

The extent and depth of experience of the firm and its associates in listing and valuation of all municipal assets and conversion/ preparation of accounts based on DEAS and capacity –building of Govt and/or public sector organisations that are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature. A consultant who has primary responsibility (i.e. the lead consultant) will be given a score higher than a consultant whose responsibility was secondary (i.e. associate consultant).

APPROACH AND METHODOLOGY (300 Points)

- A. Understanding of Objectives (30 points)**

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

Factors to consider: The three following aspects will be considered:

General understanding	40%
Components coverage	40%
Site visit	20%

Maximum points will be given if all the three aspects are positively judged.

Quality of Methodology (90 points)

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

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

C. Innovativeness/Comments on Terms of Reference (30 points)

Criteria: Suggestions, which could improve the quality of the project.

Factors to consider: Points will be given for workable suggestions proposed. No innovativeness will be given zero points.

D. Work Program (75 points)

Criteria: A work program showing graphical presentation of activities (bar chart) and an organization chart

Factors to consider: Work program will be assessed on logical sequence of events. The organization chart is to be assessed on the consultant's understanding of relationship between the consultant and the Authority and client group.

E. Personnel Schedule (45 points)

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

Factors to consider: The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements close to estimated work requirements will be assessed as well as the appropriateness of time allocated to the task to be performed in terms of individual expertise. The balance between field time and home office time and the proposed number of trips will be checked.

F. Counterpart Personnel and Facilities (15 points) Criteria: Requirement for counterpart personnel, office space, transportation, equipment and services.

G. Factors to consider: Reasonableness and completeness of requirements and understanding of local conditions will be assessed.

H. Proposal Presentation (15 points) Criteria: Clarity and ease of assessment of the entire proposal (including material presentation).

Factors to consider If all items requested in the invitation letter are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

III. PERSONNEL (400 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

(i) General experience such as academic qualification and the no. of years of related experience: (20%)

(ii) Project related experience based on the number of relevant projects implemented: (60%)

(iii) Experience for any projects : (10% for team leader, 15% for team member); and

(iv) For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months, additional:

(a) 10% for team leadership (fixed); and 5% for experts (fixed)

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

Sl No.	Criteria	Weightage	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	100%	300
A	General Experience of Firm	30%	90
	Less than 1 Projects		0
	Less than 2 Projects		30
	Two or more than two but less than 5 Projects		60
	5 or more than 5 but less than 10 Projects		75
	10 or more than 10 Projects		90
B	Experience in Similar Geographical Areas	30%	90
	No Similar Projects		0
	Less than 2 Similar Projects		45
	Two or more than two but less than 5 Similar Projects		60
	5 or more than 5 Similar Projects		90
C	Experience in Similar Projects: Experience in Accounting and Financial Management of Government Undertaking /Corporation , and Capacity-building of Staff " EVALUATE AS PER THE FOLLOWING SUB-CRITERIA	40%	120
	No experience in similar projects		0
	Experience in Accounting and Financial Management of Government Undertaking /Corporation , and Capacity-building of Staff (One Govt Under taking)		30
	Experience in Accounting and Financial Management of Government Undertaking /Corporation , and Capacity-building of Staff (Two Govt Under taking)		60
	Experience in Accounting and Financial Management of Government Undertaking /Corporation , and Capacity-building of Staff (Three Govt Under taking)		90
	Experience in Accounting and Financial Management of Government Undertaking /Corporation , and Capacity-building of Staff (Four Govt Under taking)		120
2	Approach & Methodology for proposed assignment	100%	300
A	Understanding of Objectives	10%	30
B	General Understanding (45%)		12
C	Components coverage (45%)		12
D	Site visit (10%)		6

E	Quality of Methodology	30%	90
F	Innovativeness/Comments on Terms of Reference	10%	30
G	Work Program	25%	75
H	Personnel Schedule	15%	45
I	Counterpart Personnel and Facilities	5%	15
J	Proposal Presentation	5%	15
3	Qualification and Experience of Team Leader & Other Key	100%	400
A	Team Leader		300
(i)	Leadership Experience		100
	1 To 2 Projects		50
	3 to 5 Projects		75
	More than 5 Projects		100
(ii)	Accounting & Finance Specialist Experience	100%	200
	General experience such as academic qualification and the number of years of experience in Financial Management and Accounting of Govt. undertakings	20%	40
	Project related experience based on the number of relevant projects implemented related to Financial Management and Accounting of Govt. undertakings	60%	120
	Overseas experience and/or country experience in any Project	10%	20
	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months	10%	20
B	Accountant	100%	100
	General experience such as academic qualification and the number of years of experience preferably in Financial Management and Accounting of Govt. undertakings	20%	20
	Project related experience based on the number of relevant projects implemented preferably related to Financial Management and Accounting of Govt. undertakings	60%	60
	Overseas experience and/or country experience in any Project	15%	15
	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months	5%	5

Weighted Marks for Expertise provided in the Terms of Reference (ToR) under Section 5:

Bid Security Form (Bank Guarantee)

(Bank's name, and Address of Issuing Branch or Office)

WHEREAS M/s _____ (INSERT THE NAME OF THE CONSULTANT) (HEREINAFTER CALLED THE "CONSULTANT") HAS SUBMITTED ITS TECHNICAL & FINANCIAL PROPOSALS FOR THE WORK OF _____ (INSERT THE NAME OF WORK FOR WHICH PROPOSAL IS SUBMITTED) (HEREINAFTER CALLED THE "PROPOSAL") UNDER PACKAGE NO. _____ ON DATED _____ AGAINST THE EMPLOYER'S NOTICE INVITING TENDERS (NIT) NOTICE INVITING REQUEST FOR PROPOSALS (NIP)/ INVITATION FOR BID (IFB) NO. _____ (INSERT NIT/NIP/IFB NUMBER AS PER PUBLICATION IN NEWS PAPER OR WEBSITE). FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO YOUR CONDITIONS, PROPOSALS MUST BE SUPPORTED BY A BID SECURITY. AT THE REQUEST OF THE CONSULTANT, WE _____ (INSERT NAME OF THE BANK) HEREBY IRREVOCABLY UNDERTAKE TO PAY YOU ANY SUM OR SUMS NOT EXCEEDING IN TOTAL AMOUNT OF _____ (INSERT BID SECURITY AMOUNT IN FIGURES) _____ (AMOUNT IN WORDS) UPON RECEIPT BY US OF YOUR FIRST DEMAND IN WRITING ACCOMPANIED BY A WRITTEN STATEMENT STATING THAT THE CONSULTANT IS IN BREACH OF ITS OBLIGATION(S) UNDER THE RFP CONDITIONS, BECAUSE THE CONSULTANT: (A) HAS WITHDRAWN ITS PROPOSAL DURING THE PERIOD OF PROPOSAL VALIDITY SPECIFIED BY THE CONSULTANT IN THE TECHNICAL PROPOSAL FORM; OR (B) DOES NOT ACCEPT THE CORRECTION OF ERRORS IN ACCORDANCE WITH THE INSTRUCTIONS TO CONSULTANTS (HEREINAFTER "THE ITC") OF THE RFP DOCUMENT; OR (C) HAVING BEEN NOTIFIED OF THE ACCEPTANCE OF ITS PROPOSAL BY THE EMPLOYER DURING THE PERIOD OF PROPOSAL VALIDITY, (I) FAILS OR REFUSES TO EXECUTE THE CONTRACT AGREEMENT, OR (II) FAILS OR REFUSES TO FURNISH THE PERFORMANCE SECURITY, IN ACCORDANCE WITH THE ITC. THIS GUARANTEE WILL EXPIRE: (A) IF THE CONSULTANT IS THE SUCCESSFUL CONSULTANT, UPON OUR RECEIPT OF COPIES OF THE CONTRACT AGREEMENT SIGNED BY THE CONSULTANT AND THE PERFORMANCE SECURITY ISSUED TO YOU UPON THE INSTRUCTION OF THE CONSULTANT; AND (B) IF THE CONSULTANT IS NOT THE SUCCESSFUL CONSULTANT, UPON THE EARLIER OF (I) OUR RECEIPT OF A COPY YOUR NOTIFICATION TO THE CONSULTANT OF THE NAME OF THE SUCCESSFUL CONSULTANT; OR (II) FORTY-FIVE DAYS AFTER THE EXPIRATION OF THE CONSULTANT'S PROPOSAL. CONSEQUENTLY, ANY DEMAND FOR PAYMENT UNDER THIS GUARANTEE MUST BE RECEIVED BY US AT THE OFFICE ON OR BEFORE THAT DATE. THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION No. 758. _____ BANK'S SEAL AND AUTHORIZED SIGNATURE(S) _____

SECTION 3: TECHNICAL FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Managing Director
BIHAR RAJYA BEEJ NIGAM (BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: __

Name and Title of Signatory: _____

Name of Firm: __

Address: _____

FORMTECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of the Consultant.]

B - Consultant's Experience [For Full Technical Proposals Only]

[The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below.]

Assignment name:	Approx. value of the contract (in current Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^o of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract
Start date (month/year): Completion date (month/year):	N^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	
Name of senior regular full time employees of your firm involved and functions performed (indicate most significant profiles such as Secretary/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

***(Certificate from Employer regarding experience should be furnished)**

Firm's Name: ____

Signature of Authorized Representative:

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference [For Full Technical Proposals Only]

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.
- ..

B – On Counterpart Staff and Facilities [For Full Technical Proposals Only]

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 1.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment [As per the details mentioned in the NARRATIVE EVALUATION CRITERIA]

Technical Approach and Methodology,

Work Plan, and

Organization and Personnel,

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

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.*

c) Organization and Personnel. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants. For joint ventures, you must attach a copy of the joint venture agreement.]*

FORM TECH-4: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

Team Leader and Key Professionals

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (full-time/ other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Support Staff

SI No	Surname, Name	Position	Task Assignment

FORMTECH-5: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. Proposed Position [only one candidate shall be nominated for each position]: ___
2. Name of Firm [Insert name of firm proposing the expert]: _____
3. Name of Expert [Insert full name]: _____
4. Date of Birth: ___(Please furnish proof of age) Citizenship: ___
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]: _____
6. Membership of Professional Associations: _____
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: _____
8. Publication: [List of details of major technical reports/papers published in recognized national and international journals]
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:
 From [Year]: ___ To [Year]: _____
 Employer: _____
 Positions held: _____

<p>10. Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert’s capability to handle the tasks listed under point 11.] Name of assignment or project: ___ Year: ___ Location: _____ Client: ___ Main project features: ___ Positions held: ___ Activities performed: _____</p>
---	--

12. Certification:
- I, the undersigned, certify to the best of my knowledge and belief that:
- (i) This CV correctly describes my qualifications and my experience.
 - (ii) I am not employed by the Executing /Implementing Agency.
 - [(iii) I am/I am not in regular full-time employment with the Consultant/Sub-Consultant.]
 - (iv) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.
 - (v) I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project
 - (vi) I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
 - (vi) I did not write the terms of reference for this consulting services assignment.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm]¹ Full name of authorized representative: _____

¹ This CV can be signed by a senior representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

FORMTECH-6: PERSONNEL SCHEDULE¹

N°	Name of Expert /Position	Professional Expert input (in the form of a bar chart) ²													Total person-weeks input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Expert																			
1		[Home]															/	/	
		[Field]																	
2																	/	/	
3																	/	/	
n																	/	/	
										Subtotal									
Support staff																			
1		[Home]															/	/	
		[Field]																	
2																	/	/	
n																	/	/	
										Subtotal									
										Total									

1 Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.

2 Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.

 Full time input

 Part time input

SECTION 4: FINANCIAL PROPOSAL



Section 4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in para. 4 of the Letter of Invitation.

FORMFIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Managing Director
BIHAR RAJYA BEEJ NIGAM(BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

Dear Sir /Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.14 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal 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 ones indicated under Total in Form FIN-2.

FORM FIN-2A: SUMMARY BY COSTS

Project Title: Appointment of Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam, Bihar.

SNo	Description of Services	Consultancy Fee in (as per ITC clause 5.4)	
		(In figures)	(In words)
[A]	Consultancy fee for providing Consultancy as Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam (BRBN) ,Bihar as per Terms of Reference (ToR) complete to the satisfaction of Client. [As per Form 2B]		
	Out of Pocket Expenses for providing services as Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam (BRBN), Bihar. _____ as per Terms of Reference (ToR) [As per Form 2C]		
	Subtotal [A]		
[B]	Add Service Tax as per prevailing rates		
[C]	Total Consultancy fee including Service Tax [A]+[B]		

Note:

- (i) **While quoting financial offers, applicant firms are requested to Clause 5.4 of Data Sheet to Instruction to Consultants under Section 2 and Clause 11 (v) of Terms of Reference under Section 5 of RFP Document.**
- (ii) **During Evaluation of Financial proposals, the quoted Consultancy excluding service tax shall be considered.**
- (iii) **The client shall pay the Consultant, the Service Tax, on prevailing rates as applicable on the consultancy charges**

FIN 2B: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Project Appointment of Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam, Bihar.

Sl.No	Name	Position	Employment Status	Input Month	Rate (INR)	Cost (INR)
	TOTAL (A)					

FIN 2C: OUT OF POCKET EXPENSES

[Out of pocket expenses should be shown separately in the format set out below using separate sheets to provide full details under each heading (**an illustrative list of heads provided below, firms may modify these heads as per need and requirement of the ToR**). Quoting of lump sum costs may be avoided. Unit prices should be quoted for such items as air fares (stating the class of fare envisaged), subsistence, property rents, local transport (where this is to be provided by the Consultants), etc.]

Project Title: Appointment of Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam (BRBN), Bihar.

B	EXPENSES				
B1	Per diems	Unit	Quantity	Rate	Cost
1	Team Leader	Month			
2		Month			
3		Month			
4					
	Total Per diems				
B2	Travel	Unit			
1					
2					
3					
	Total Travel				
B3	Office&Equipment	Unit			
1	Rental	Months			
2	Communication	Months			
3	Utilities	Months			
4	Furniture&Equipment	LumpSum			
5	Admin/Office Manger				
	TotalEquipment				

B4	Miscellaneous	Unit			
1	Workshops	No			
2	Trainingprogrammes	No			
3	Exchangevisits	No			
4	Materialsproduction	LumpSum			
5	Documentationandreports	LumpSum			
6	Translations	LumpSum			
7	Other				
	TotalMiscellaneous				
B	TOTAL EXPENSES				

SECTION 5: TERMS OF REFERENCE

Section 5: Terms of Reference (ToR)

Financial Management & Technical Support Consultant in Bihar Rajya Beej Nigam (BRBN), Bihar

Introduction:

In order to achieve self-sufficiency and self-reliance in meeting the growing demand of quality seeds of high yielding varieties from the farmers of the State at a reasonable price, the Bihar Rajya Beej Nigam Limited (BRBN) was established on July 18, 1978 under the Companies Act, 1956 by the Government of India, with the financial assistance of World Bank under the Second National Seed Project.

The main objectives of the authority are as mentioned below:

- To achieve minimum requirement of 10 Lakh quintals of certified seed for Bihar state, for this purpose target for Bihar Rajya Beej Nigam is assigned in Agriculture road map of Bihar State 2012-17.
- To store, stock, pile, reserve and supply of foundation, certified or quality seeds needed for the improvement of agriculture in India, and especially for Bihar.
- To supply foundation seeds to growers, share holders through arrangement with other Seeds Corporation and State's Agriculture Universities, ICAR institutions for varieties of all India and regional importance.

The organisation runs under the guidelines and policies of the Board of Directors, having Directors nominated by the State Govt. under the chairmanship of the Agriculture Production Commissioner, Government of Bihar.

Managing Director is the executive head of the organisation and works under the overall superintendence and guidance of the Board. With a view to provide quick services to the entrepreneur the whole organisation has been decentralized in five Regional Areas as under:

Each Regional Area Office is headed by - "Regional Manager" who works under the direction and control of Managing Director, H.O Patna.

S. No.	Processing Plant	Processing Capacity (in Qtls.)	Storage Capacity (in Qtls.)
1.	Kudra (Kaimur)	1,50,000	1,40,000
2.	Hajipur (Vaishali)	40,000	40,000
3.	Begusarai	40,000	40,000
4.	Bhagalpur	40,000	40,000
5.	Ranchi	10,000	5,000
6.	Head Office, Patna	-----	-----

1. Brief Description of Task

Bihar Rajya Beej Nigam, a GoB Undertaking requires to strengthen the Financial Management and Accounting System by taking the Expert Services and support on continuous basis by experienced CA firm at the Head Office and Regional Office. The assignment will be initially for 24 months who will provide services of the following professionals on full time basis adequate number of support staff on need basis.

S. No.	Processing Plant	Chartered Accountant (C.A.)	CA-Inter/B.Com
1.	Kudra (Kaimur)		2 (Two)
2.	Hajipur (Vaishali)	-----	1 (One)
3.	Begusarai	-----	1 (One)
4.	Bhagalpur	-----	1 (One)
5.	Ranchi	-----	-----
6.	Head Office, Patna	1 (One)	1(One)
	TOTAL	1(One)	6 (Six)

The tasks will include the day to day maintenance of Accounts, Reconciliation, Preparation of all types of ledgers, preparation of yearly Financial statement, Assist in Audit and day to day consultancy on Statutory compliances and other services as required by BRBN. The State and Regional Office level work can be described as below-

- The CA firm who will be selected for maintaining Accounts and provide financial management Support at Head Office Level will also have the responsibility to maintain the Accounts and provide Support on the financial management of all the Regional Offices.
- Preparation of Accounts Manual as per prevailing Accounting practices and Guidelines of the Central and the state Government.
- Preparation of Yearly Financial Statements of the Head Office and consolidation of the financial statements with the Regional Offices.
- Preparation and Consolidation of the Utilisation Certificate and submission of Claims.
- Assist in Fund Flow Management. .
- Preparation and Updating of Lease holder Ledger on Excel or Software developed for that purpose.
- Ensure the Compliance of all the statutory requirements to be met by the Society which will include matters related to Income Tax, Companies act , PF Department, Commercial Tax department or any other Department.
- Assisting in Audit of the Company and Complying the Audit Observations
- All other work assigned by the BRBNL.

2. Situation Assessment

Bihar Rajya Beej Nigam was constituted for production and processing of good quality seeds of Paddy and Wheat in Bihar. The Authority is headed by senior IAS Officer. It has 5 Regional Offices and 1 Head Office.

BRBN has created/strengthened infrastructure facilities for production and distribution of quality seeds. BRBN studies the principles that underlie the physiology of seed development in various crops.

The objectives are:

- (i) to discover general indicators for optimal crop husbandry,
- (ii) to ensure a high yield and high quality, and
- (iii) to assess the period when the seed is most vital and ready to be harvested.

The Accounts Department is headed by Chief of Accounts who is assisted by Accounts Officer. The Accounts is Audited by Accountant general. BRBN has appointed Internal Auditor for Internal Audit for the financial year 2009-10.

Accounts Department need to strengthen so that timely MIS should be submitted before the management for the decision making in the matter of arrear Lease Rent, Instalments and Financial Management.

To Strengthen the Financial management and Accounts Department it is decided to hire the services of Chartered Accountant Firm to support BRBN to strengthen the Financial Management and Accounts Department.

3. Objectives of Assignment

To Strengthen the Financial Management and Accounting System of the Bihar Rajya Beej Nigam

4. Scope of Work

The program expects that the consultant for this assignment should do following job:-

A. The tasks will include the day to day maintenance of Accounts, Maintenance of stock register, Preparation of Bank Reconciliation Statements, Preparation of all types of ledgers, preparation of Monthly Financial statements, Assist in Audit and day to day consultancy on Statutory compliances and other services as required by BRBN.

B. Day to day Consultancy as Financial Management and Technical Support

Consultant

- Would assist in maintaining the accounts and preparing the year-end financial statements for the 2012-13 ,2013-14 ,2014-15 & 2015-16 and Consolidation at Head office Level .
- The assignment would include regular assistance i.e. facilitating the accounting process and Updation ,Supervision and Monitoring of the Accounts in the following areas for all accounting years until March 2016:

- i. Preparation of day to day Accounting on Tally Software . The Consult has to install Licensed Tally Software at all the Units and synchronised with HO Accounts so that Accounts of Regional Office can be reviewed at the State level .
- ii. Maintaining all accounting ledgers, registers and formats as required for the sound accounting system.
- iii. Updation of ledgers of all the land Allottees
- iv. Preparation and Updation of the Debtors & Creditors Ledger
- v. Filing of TDS Returns and ensure deposit of Tax collected at source.
- vi. Maintaining the entire Salary accounting, including pension, staff welfare schemes, and other staff benefits;
- vii. Maintaining general provident fund ledgers of employees;
- viii. Maintaining work ledgers including treatment of income tax, sales tax, royalties, and others; and
- ix. Preparation of Bank Reconciliation and Inter Unit Reconciliation Statements;
- x. Provide handholding support and assistance to sustain the accounting system and financial management.
- xi. maintenance of various types of accounting records and capacity building for filing and retrieval of various categories of accounting records;
- xii. Assist in putting in place a mechanism so that the system can be maintained even after the completion of this assignment;
- xiii. Preparation of the Utilisation Certificate and Statement of Expenditure and submission of claims.
- xiv. Assist Resolving audit paras (if any) and make necessary adjustments in books of accounts;

5. Outputs and Deliverables for State office and Regional Office

Report	Due Date	Contents
Inception Report	Within 4 weeks of commencement of the assignment	As-Is situation of Accounting Status of the BRBn since the Incorporation of the Society
Preparation of Computerised Accounts on Tally and Finalisation of Accounts of the Financial Year 2012-13 -	Within 6 months of commencement of the assignment	As per the Accounting and BRBN norms.
Preparation of Computerised Accounts on Tally and Finalisation of Accounts of the Financial Year 2013-14 -	Within 6 Months of commencement of the assignment	As per the Accounting and BRBN norms.
Preparation of Computerised Accounts on Tally and Finalisation of Accounts of the Financial Year 2014-15 -	Within 6 Months from the end of the 2014-15 Financial year .	As per the Accounting and BRBN norms.

Report	Due Date	Contents
Monthly Report	By 15 th of the every Month	As prescribed by the BRBN.

Note: All reports must be submitted either in English or Hindi. Reports must be submitted in both print and electronic versions.

6. Expertise and inputs for the Assignment

Experts Title	Qualifications, Skills and Experience	Number of Experts	Person months Up to
[A] Positions Common for Each Division			
Team Leader	Chartered Accountant /Cost Accountant with at least 10 years of experience; Must have worked in at least 4 assignments in Government Accounting .with govt. undertakings Fluent in Hindi and English ; Proficiency in use of Tally or other Software [For Team Leadership, the expert must possess leadership qualities and must have been a team leader in similar projects]	One at the Head office Level	10 man days every month
co- Team Leader Accounting Specialist	Chartered Accountant with at least 2 years of experience Fluent in Hindi and English Must have worked in at least 1 assignment in Government Accounting govt. undertaking; Proficiency in use of Tally	1	Full time basis as per the BRBN norms
Accountant	Semi Qualified CA (PE-II)/ICWAI /CS Inter with 1 years working experience (including article ship) in accounts / Post Graduate in Commerce /Economics /MBA with minimum two years and B Com with 3 Years of working experience. Good in Hindi and English; Similar work experience in at Government Projects is preferred;	One at State level and One each at 4 Regional Office and Two at Regional Office/Plant at Kudra total manpower of 6 (Six)	24 person months full-time at each Regional Office

Experts Title	Qualifications, Skills and Experience	Number of Experts	Person months Up to
	Knowledge of computerized accounting and use & applications of Tally a must		
<p>The number of Manpower may be Increased if needed . In such cases the remuneration quoted by the Consultant for Individual Staff will be the Rate of fixing the remuneration of additional Staff.</p>			

7. Items to be provided by the Client and Consultant

- Client will be responsible to provide to the Consultant:
 - i. office space;
 - ii. TA /DA as per the Society norms for the visits to the Regional Offices and other Industrial year if required.
 - iii. The computers, data storage devices data processing facilities (including the accounting software), printers and printing papers for printing of books of all original entries, ledgers and financial statements etc;
 - iv. Access to all books, registers, and records during office hours and permission to take notes and photocopies under the signature of the Accounts Officer or Secretary;
 - v. Filing storage equipment;
 - vi. Internet Access
 - vii. Desktop Computer with Internet facilities

- Consultant/Staff will be responsible to:
 - i. Arrange for all stay, lodging, boarding, and food arrangements.

8. Payment Schedule

Payment will be based on the monthly basis on satisfactory performance .

SECTION 6: STANDARD CONTRACT



Agreement & General Conditions of Contract

CONTENTS

Sl. No. Description Page No.

I. CONTRACT FOR CONSULTANT'S SERVICES

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

- 1.1 Definitions
- 1.2 Relation between the Parties 1.3 Law Governing the Contract 1.4 Language
- 1.5 Headings
- 1.6 Notices
- 1.7 Location
- 1.8 Authority of Member in Charge 1.9 Authorized Representatives
- 1.10 Taxes and Duties

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Entire Agreement
- 2.6 Modification
- 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
 - 2.7.3 Measures to be Taken
 - 2.7.4 Extension of Time
 - 2.7.5 Payments
 - 2.7.6 Consultation
- 2.8 Suspension
- 2.9 Termination
 - 2.9.1 By the Employer
 - 2.9.2 By the Consultants
 - 2.9.3 Cessation of Rights and Obligations
 - 2.9.4 Cessation of Services
 - 2.9.5 Payment upon Termination
 - 2.9.6 Disputes about Events of Termination

3. Obligations of the Consultants

- 3.1 General
 - 3.1.1 Standard of Performance

- 3.1.2 Law Governing Services
- 3.2 Conflict of Interests
 - 3.2.1 Consultants not to Benefit from Commissions, discounts etc.
 - 3.2.2 Consultants and Affiliates not to be otherwise interested in Project
 - 3.2.3 Prohibition of Conflicting Activities
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Insurance to be taken out by the Consultants
- 3.6 Accounting, Inspection and Auditing
- 3.7 Consultants' Actions requiring Employer's prior Approval
- 3.8 Reporting Obligations
- 3.9 Documents prepared by the Consultants to be the Property of the Employer
- Equipment and Materials furnished by the Employer

4. Consultants' Personnel

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

5. Obligations of the Employer

- 5.1 Assistance and Exemptions
- 5.2 Access to Land
- 5.3 Changes in the Applicable Law
- 5.4 Services, Facilities and Property of the Employer
- 5.5 Payment

6. Payment to the Consultants

- 6.1 Cost Estimates; Ceiling Amount
- 6.2 Currency of Payment
- 6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document

- 7.1 General
- 7.2 Retention money
- 7.3 Penalty
- 7.4 Action for deficiency in services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Contract

9. SETTLEMENT OF DISPUTES

- 9.1 Amicable Settlement
- 9.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub-consultants, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Employer

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Format for Bank Guarantee for Performance Security

Appendix J: Minutes of the Pre-bid meeting

Section 1: DRAFT FORM OF CONTRACT

CONTRACT FOR: *[Please insert name of project]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN : [BRBN](hereinafter referred to as “the Client”)
AND : *[Please insert name of Consultant]* (hereinafter referred to as “the Consultant”)
[Please insert nodal officer and communication address of the consultant]

WHEREAS:

- A.** the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);and
- B.** the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices
Section 6	Minutes of Contract Negotiation Meeting
Appendices:	

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants’ Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Minutes of Financial/ Contract Negotiations with the Consultant, If any. Appendix D: Copy of letter of invitation

Appendix E: Copy of letter of acceptance

Appendix F: Copy of Bank Guarantee for Performance Security

Appendix-G: Minutes of the pre-bid meeting

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Employer shall make payments to the Consultants in accordance with the provisions of the

Contract.

2. Commencement and Duration of the Services

The Consultant shall start the Services on ____ [please insert date] ("the Start Date") and shall complete them by ____ [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed ____ [please insert total amount in numbers and words] exclusive of any government tax, if applicable ("the Financial Limit").

4. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

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

For and on behalf of Client Signature: Name: Date:	For and on behalf of Consultant Signature: Name: Date:
Witness on behalf of Client 1. 2.	Witness on behalf of Consultant 1. 2.

Section 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of Bihar;
- (f) "currency" means the Indian National Rupee;
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i) "Personnel" means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (o) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

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

1.3 Language

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

1.5 Heading

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

1.6 Notices

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

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

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

Employer :

Consultant:

Managing Director
BIHAR RAJYA BEEJ NIGAM(BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

1.7 Location

The Services shall be performed at such locations as are specified in TOR

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby will authorize an entity to act on their behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

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 Employer or the Consultants may be taken or executed by the authorized representative.

1.10 Taxes and Duties

The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- (c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

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

2.7.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

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

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (f) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- (c) f, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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 and agents of the Consultants and any Sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof 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.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified by Employer

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

The 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 the bases of the Consultants' costs and charges), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 **Consultants' Actions requiring Employer's prior Approval**

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 **Reporting Obligations**

The Consultants shall submit to the Employer the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 **Documents prepared by the Consultants to be the Property of the Employer**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents.

3.10 **Equipment and Materials furnished by the Employer**

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

4. **CONSULTANTS' PERSONNEL**

4.1 **General**

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

4.2 **Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates per kilometre
- (c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 **Approval of Personnel**

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the

Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labour laws.

4.5 Removal and/or Replacement of Personnel

- (a) Once approved by the Employer no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the key 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 key Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the consultant.

5. OBLIGATION OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

- (a) assist the Consultants, Sub consultants and Personnel in arranging work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

The consultant shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 The payment shall be made as per clause 11 mentioned in TOR.

6.2 The payment shall be made through A/c payee cheque, payable at Patna, in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

(c) The Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Employer of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Employer shall have approved in writing.

(b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below

SNo	Description	Payment
1	On submission of Stage-I Report	%
2	<i>To be inserted during contract finalization</i>	%
3	<i>To be inserted during contract finalization</i>	%
4	<i>To be inserted during contract finalization</i>	%
5	<i>To be inserted during contract finalization</i>	%
	Total	100%

(c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Employer the work pertaining to the preceding stage.

(d) The Employer shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills.

(e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required .

7.2. Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG for accuracy of design and quantities submitted and the same will be released after the completion of assignment.

7.3 ACTION FOR DEFICIENCY IN SERVICES

7.3.1 Consultants liability towards the Employer

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

7.3.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the execution of the assignment involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act

Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.6.1 The addresses are:

For the Client: **Managing Director**
BIHAR RAJYA BEEJ NIGAM (BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

For the Consultant:

Attention:

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail or courier, on delivery;
- (b) In the case of telegrams, 24 hours following confirmed transmission; and
- (c) In the case of facsimiles, 24 hours following confirmed transmission.

2.2 The time period shall be "One month" or such other time period as the parties may agree in writing.

7.2 Deleted

7.3.1 Deleted

FORM OF BANK GUARANTEE

Ref: _____ Bank Guarantee: _____

Date: _____

To,

Managing Director
BIHAR RAJYA BEEJ NIGAM (BRBN)
Agriculture Farm, Mithapur, Patna- 800 001
Email: brbn.bih.mail@gmail.com
Phone: 0612-2344396 (Fax-0612-2344396)

Dear Sir/Madam,

In consideration of "Bihar Rajya Beej Nigam, Patna" (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____ (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this

guarantee has been given.

Dated this _____ day of _____ 2010 at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by BRBN

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalised Bank

Section 4: TERMS OF REFERENCE

[As per RFP]

Section 5: SCHEDULE OF PRICES

[As per RFP]

Section 6: MINUTES OF CONTRACT NEGOTIATIONS

APPENDICES

