

Date of Commencement: Time of combletion

Contract Price

Performance Security

: 15 Months or till completion of the project whichever is late.

: 2.50% (Two Decimal Five Zero Percent) of the estimated Project cost Chief Engineer B.S.E.I.D.C. Ltd, Patna

of Rs. 216.20 Crores i.e. Rs. 540.50 Lacs.

: Rs. 10.81,000/- (Details attached)

This CONTRACT (hereinafter called the "Contract") is made the... 101h month of Feb 2015 between Bihar State Educational Infrastructure Development Limited, Bliner Kastrabbusten Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-200003, on the one hand (berkinniter enited the Client/Employer") and on the other hand Wapcos Limited, Igeg. Office-5th Peor, "Enflash" 26, Kasturba Gandhi Marg. New Delhi-110001, Head Office 76-C. Institutional Area. Secur-18. Gurgaon-122015, Haryana, India. (hereinafter called the Consultant,



#### Whereas

- the Client has accepted the offer of the Consultant to Providing Supervision Consultancy & Quality Assurance Services for the Proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/ Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building Project under "Munger Division" in the State of Bihar.
- b. the Consultants, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.
  - -Now therefore the parties hereto hereby agree as follows: --
- 1.0.3 The following documents attached hereto shall be deemed to form an integral part of this contract:
  - a. The Terms of Reference (hereinafter called TOR)
  - b. The General Conditions of Contract (hereinafter called GCC)
  - c. The Special Conditions of Contract (hereinafter called SCC)
- 2.1.3 The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract in particular:
  - a. The Consultants shall carry out the services in accordance with the provisions of the contract: and
  - b. The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

FOR AND ON BEHALF OF (CLIENT)

FOR AND ON BEHALF OF

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

2419



# INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

# e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DI 59973475048037N

20-Jan-2015 06:14 PM

IMPACC (IV)/ dl716803/ DELHI/ DL-DLH

SUBIN-DLDL71680316808953358322N

WAPCOS LTD

Article 48(c) Power of attorney - GPA

Not Applicable

(Zero)

: WAPCOS LTD

: Not Applicable

· WAPCOS LTD

(Fifty only)



....Please write or type below this line ......

# POWER OF ATTORNEY

By this Power of Attorney, M/s. WAPCOS Limited - A Government of India Undertaking (hereinafter called WAPCOS') a company registered under the Indian Companies Act, and having its



Contd...P/2

Chief Engineer B.S.E.I.D.C. Idd, Path

The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

:: 2 ::

Registered Office at "Kailash" 26, Kasturba Gandhi Marg, New Delhi hereby appoints its Project Manager, Shri Sorav Kumar Arora as its attorney in the name and on behalf of WAPCOS for signing the agreement for "Supervision & Quality Assurance for proposed construction of Senior Secondary Schools (SSS)/Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/Upgraded Senior Secondary Schools (USSS) building projects under Munger Division in the State of Bihar."

In witness whereof Company Secretary, WAPCOS has executed these presents this 3rd day of February, 2015.

Signature of witnesses

1. gin (RITU SURI) Ss. PA

2. V. Shubler Chuck Shuklar) Jr. Programmer WARCOS

के. के. कण्डवाल/K. K. KANDWAL 

# **Performance Security**

Name of Agency - "WAPCOS Limited"

Performance Security of "WAPCOS Limited" of "Supervision Consultancy Services for the Proposed Construction of "SSS/HSS/MSDP/USSS" Building project under "Munger Division"

BG No.

DOI

1120ILGQ17314

18.12.14 To 20.06.16

**Amount** 

1081000.00

(Rupees Ten Lacs Eighty One Thousands Only)

लेखा पदाधिकारी

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम ,लि०, पटना

# STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. Of Bihar Undertaking)

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

# Letter of Acceptance

Letter no :- BSEIDC/FIN/1844/2014- 6123

Date. 27.11.19

To.

Wapcos Limited,

Reg. Office-5th Floor, "Kailash", 26, Kasturba Gandhi Marg, New Delhi- 110001. Head Office- 76-C, Institutional Area, Sector- 18, Gurgaon- 122015, Haryana, Imdia.

Dear Sir,

This is to notify you that your Financial Bid dated-17-10-2014 for Providing Supervision & Quality assurance for proposed Construction of "Senior Secondary Schools (SSS)/ Higher Secondary Schools (HSS)/Senior Secondary Schools (MSDP)/ Upgraded Senior Secondary Schools (USSS)" building projects under "Munger Division(SL. NO.-05)" in the state of Bihar as per RFP of NIT-19/2014-15 has been accepted by the Corporation after the negotiation on 03-11-2014 at your negotiated rate of 2.50% (Two decimal Five Zero percent) of the total project cost. The work to be allotted to you cover the area comprising of districts of Begusarai, Jamui, Khagaria, Lakhisarai, Munger & Shekhpura as per the list enclosed.

You are hereby requested to furnish requisite performance security as per provisions/details in para 2.2 of G.C.C (Appendix C of RFP document) with corrigendum-1. vide Letter No.- BSEIDC/TECH/29/2011/4053. Dated- 08/08/2014 for an amount equivalent to Rs. 10,81,000 (Rs. Ten Lacs Eighty One Thousand only) within fifteen days of receipt of this Letter of Acceptance and sign the contract and also:-

- (i) Submit list of key personal within 30 days
- (ii) Submit Mobile No. & EMI No. of the personal within 30 days, so that it can be registered to this office web portal.

Yours faithfully

(Brajesh Prasad)

Chief Engineer

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

24/04

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# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

( A Goyt of Binar undertaking) Pujan Sahai Path, Saidpur, Patna-800004,

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Chief Engineer BSEIDC, PAINA



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#### BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD ( A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004, Ph.- 0612-2910314, Fax-0612-2660256, E -Mail: bseidc@gmail.com

Letter No.: BSEIDC/TECH/ 29/2011

Patna Date: - 08/08/20

# CORRIGENDUM-1

With reference to N.I.T No. 19/2014-15 (RFP for Supervision Consultancy) through e-Tendering website www.eproc.bihar.gov.in, the following amendments have been made as mentioned below:-

#### 1. Tender Shedule:

[	SI	EXISTING PROVISON	AMENDED PROVISION
-	No.	-	
	i	Period of Sale of Bid document (Download) from dated 02.08.2014 to 11.08.2014, 15:00 Hrs.	Period of Sale of Bid document (Download) from dated 02.08.2014 to 28.08.2014, 15:00 Hrs.
	ii	Last date and time for receipt (Upload) of Bids on dated 13.08.2014,15:00 Hrs.	Last date and time for receipt (Upload) of Bids on dated 30.08.2014,15:00 Hrs.
	jii	Time and date for opening of Technical Bids on dated 16.08.2014, 15:30 Hrs.	Time and date for opening of Technical Bids on dated 03.09.2014, 15:30 Hrs.
	iv	Time and date for opening of Financial Bids on dated 20.08.2014, 15:30 Hrs.	Time and date for opening of Financial Bids on dated 08.09.2014, 15:30 Hrs.
	V	Last date of Submission of Bid Security and Cost of BOQ on dated 16.08.2014 at 15.00 Hrs.	Last date of Submission of Bid Security and Cost of BOQ on dated 03.09.2014 at 15.00 Hrs.

#### 2. Bid Security:

Group No.	• Division	Bid Security (lacs) EXISTING PROVISON	Bid Security (lacs) AMENDED PROVISION
1	PURNIA DIVISION	56.81	28.41
2	PATNA DIVISION	. 38.87	19.44
3	MAGADH DIVISION	40.25	20.13
4	DARBHANGA DIVISION .	38.18	19.09
5	MUNGER DIVISION	43.24	21.62
6	KOSHI DIVISION	26.68	13.34
7	TIRHUT DIVISION	83.49	41.75
8	SARAN DIVISION	35.42	17.71
9	BHAGALPUR DIVISION	20.47	10.24

- 3. In Bid document in clause 2.2 Performance Security in the form of bank guarantee shall be 2 %( Two Percent).
- 4. In clause 6.2(c) of Bid document 8% (Eight Percent) as Security Deposit will be deducted from each bill.
- 5. In clause 3 of Bid document, under Eligibility Criteria the experience of construction supervisor should be 1 (One) Year.

The Other Terms & Conditions will remain same.

# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A Govt of Bihar undertaking)

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004, Ph.0612-2910314, Fax-0612-2660256, E -Mail: bseidc@gmail.com

# Request for Proposal (RFP)

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

Name of work - Selection of Consultant for Project Supervision and Quality assurance for Construction of different projects in the State of Bihar.

BSEIDC invites proposal for Project Supervision and Quality assurance for Construction of Senior Secondary schools/ Higher secondary schools/ Senior Secondary schools (MSDP) / Upgraded Senior Secondary schools in various groups (1 to 5 schools in one group) distributed in 9 divisions. Total nos of school is about 1667nos. amounting to total cost of Rs. 1917 crores approx. at different sites in the state of Bihar. The details are as

gi Group No.	ven below:- Division	District	Total Nos of School	Total Approx Cost (Crore)	Bid Security (Iacs)	Cost-of B.O.Q (In Rs.)	Beltron Bid Processin g Fee (In Rs.)
1	PURNIA DIVISION	Araria Katihar Kishanganj Purnia	24.7	284.05	56.81	10,000/-	16,854/-
2	PATNA DIVISION	Bhojpur Buxar Kaimur Nalanda Patna Rohtas	169	194.35	38.87	10,000/-	16,854/-
3	MAGADH DIVISION	Arwal Aurangabad Gaya Jehanabad Navada	175	201.25	40.25	10,000/-	16,854/
4	DARBHANG A DIVISION	Darbhanga	166	190.90	38.18	10,000/-	16,854/
5	MUNGER DIVISION	Begusarai Jamui Khagaria Lakhisarai Munger Shekhpura	188	216.20	43.24	10,000/-	16,854,
6	KOSHI	Madhepura	116	133.40	26.68	10,000/-	16,854



	and which the control of the control of	East Champaran					
		Muzaffarpur					
	TIRHUT	Sheohar	363	417.45	83.49		
7	DIVISION	Sitamarhi	300			10,000/-	16,854/-
		Vaishali					
		West hamparan					
	SARAN DIVISION	Gopalganj _			35.42	10,000/-	16,854/-
8 ·		.Saran .	154	177.10		10,000,	
		Siwan					
	BHAGALPU	Banka	- 89 -	102.35	20.47	10,000/-	16,8547-
9 -	R DIVISION	Bhagalpur Note: The bid	-				

Note:- The bidder can bid in any one or more groups separately.

The basic objective of the Consultancy is to Project Supervision and Quality assurance for Construction works, Project Management and Quality. Details are available on official web site www.bseidc.in

#### Important Dates

Sale of RFP document(Download) : From 02.08.2014 to 11.08.2014

: 05.08.2014 at 3:30 pm (Place: Office of BSEIDC) Pre- Bid Meeting

at 3:30 pm iii) Last Date of Bid Submission (Upload) : 13.08.2014 at 4:00 pm 16.08.2014

iv) Technical Bid opening at 3:30 pm (Place: Office of BSEIDC) 20.08. 2014 v) Financial Bid opening

: 120 days vii) Validity Period of Tender

The bidders are to be registered to take part in e-tendering process for issue of User ID and 4

The RFP document are to be obtained from website www.eproc.bihar.gov.in and to be submitted on this website only. All other important papers / Bank draft / Earnest Money / Certificates required 5. for Tender shall be scanned and uploaded with e-tender.

Eligible Consultancy firms should submit their Bids with Bid security in the form of Bank Draft in favour of "Bihar State Educational Infrastructure Development Corporation Ltd. "Payable at 6 Patna. The Bid Security can be submitted in form of Bank Guarantee issued from any Nationalised / Schedule Bank situated in Bihar having minimum validity period of 120 days.

Beltron Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment

gateway. (Credit/Debit card), Net Banking, NEFT/RTGS" Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network

Traffic/ Holidays or any other reason. The cost of BOQ in form of Bank Draft issued from any nationalized Bank / Schedule Bank in favour of "Bihar State Educational Infrastructure Development Corporation Ltd.", Payable at Patna to be deposited in office of "Bihar State Educational Infrastructure Development Corporation Ltd. " Patna up to 16.08.2014, 15.00 hrs.

> BRAJESH PRASAD CHIEF ENGINEER

A52.2 Chief Engineer B.S.E.I.D.C. Ltd, Patna Zyay

# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A GOVT. OF BIHAR UNDERTAKING)

# REQUEST FOR PROPOSAL (RFP)

FOR PROVIDING SUPERVISION CONSULTANCY SERVICES
FOR PROPOSED CONSTRUCTION OF
SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY
SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI
SECTORAL DEVELOPMENT PROGRAMME)/UPGRADED
SENIOR SECONDARY SCHOOLS IN THE STATE OF BIHAR.

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

. Request For Proposal

# LETTER OF INVITATION

The Bihar State Educational Infrastructure Development Corporation Ltd. Patna (BSEIDC), invites Financial Proposal for providing Supervision Consultancy Services for construction of SENIOR SECONDARY SCHOOLS/HIGHER SECONDARY SCHOOLS/ SENIOR SECONDARY SCHOOLS (MULTI SECTORAL DEVELOPMENT PROGRAMME) /UPGRADED SENIOR SECONDARY SCHOOLS in the State of Bihar.

# PROJECT BACKGROUND:

Bihar State Educational Infrastructure Development Corporation Ltd., Patna is in the process of construction of various Educational Institutional buildings (Residential & Non-Residential) at various location in the State of Bihar. Administrative and Technical approval of some of the Project have already been granted while some other Project are under various stages of process. However tender process has already been started for construction of Senior Secondary schools/Higher secondary schools/ Senior Secondary (MSDP)/Upgraded Senior Secondary schools in various groups distributed in 9 divisions total nos. of projects division / district wise list attached Appendix-F. Amounting to total cost of Rs. 1917 Crore approx. Construction of 1000 Nos. of additional schools are expected in every coming year.

BSEIDC Ltd.. Patna proposes to engage Consultants for providing Supervision Consultancy Services relating to Project Supervision and Quality Assurance for proposed construction of above projects, More than one division Supervision Consultancy work may be allotted to one bidder.

# SUBMISSION OF PROPOSAL:

The Consultants are required to submit Financial Proposal in prescribed proforma as at Appendix-A on website:- www.eproc.bihar.gov.in.

The broad scope of work and other parameters including terms and conditions for carrying out the work are mentioned in the "Terms of Reference" at Appendix-B.

Any information in this regard may be had from Mr. Ramashankar Prasad, A.E (Mob no.09431492761)

# VALIDITY OF PROPOSAL:

The Financial Proposal submitted by the Consultants shall be valid for a period of 120 days from the last date of submission of proposal.

# OPENING OF FINANCIAL BID:

The Financial Bids received from the Consultants shall be opened on 20.08.2014, at 15:30 hours on website:- www.eproc.bihar.gov.in.

# AWARD OF CONTRACT:

The work may be awarded to one or more consultants.

#### Terms of Reference:

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

#### General Conditions of Contract: 7.

As per Appendix-C

#### Special Conditions of Contract: 8.

As per Appendix-D

#### Format for Contract Agreement: 9.

As per Appendix-E

# List of School (Division / District wise):

As per Appendix-F

Request For Proposal

Page 2 7602 2016 Chief Engineer B.S.E.I.D.C. Ltd, Patna

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#### Appendix -A

### FINANCIAL PROPOSAL

Name of Work - Providing Supervision Consultancy Services for the Proposed Construction of " Senior Secondary schools/Higher secondary schools/ Senior Secondary schools(MSDP)/Upgraded Senior Secondary schools "building projects in the State of Bihar.

To.

The Managing Director Bihar State Educational Infrastructure Development Corporation Ltd., Patna.

Dear Sir,

I/ We have carefully gone through the Terms of Reference, General and Special Condition of Contract including Payment Schedule for the work of providing Supervision Consultancy Services for proposed Construction of Upgraded Secondary School

building projects in the State of Bihar and quote our Consultancy fees as follows:

uilding projects in the State of Bihar a Details of Servic	es		Quoted Rate	(in % of Project of	cost).
Details of Service			In Figure	In Words	-
Supervision Consultancy S supervision and Quality Assurance	Services e, etc.)	(Project	2.50%	Two point Percent.	Fire

\*(exclusive of Service Tax which will be reimbursed separately)

Signature of the Consultant Name & Full Address:-Sorau Kumar Arra

102, Asha Enclave, 43 kavi. Rayyan Path East living Canel boad

Patra - 800 001.

Request For Proposal

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#### TERMS OF REFERENCE

12. Scope of Work:

Services to be rendered by the Supervision Consultancy Firms will be as under:

# (A) CONSTRUCTION STAGE:

During construction stage the consultants act as Supervision Consultant (SC) of the 'contract' (to be signed between the Employer and the Contractor). They shall ensure that the contract is followed and work is executed as per the design and drawings. The Consultant shall

(i) physically verify all dimensions of work done at site and ensure that they are as per drawing and specifications. If any discrepancy is noticed it shall be notified to BSEIDC or Engineer In charge immediately. They shall also be responsible to maintain the dimension at site as per the drawing and also ensure that the work is being done as per the tender specifications in accordance with the prevailing norms and procedures prescribed by the BSEIDC/Government of Bihar.

(ii) be responsible for overall monitoring of the construction and shall be available at site for supervision and co-ordination of site work with the Employer/Engineer In charge and the

contractors.

(iii) deploy adequate number of qualified and experienced engineers (as detailed in para-3) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work.

(iv) be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc. and maintain register for approval of shuttering and for laying of steel reinforcement. These registers are be signed by the responsible engineer of the Supervision

Consultant and the Contractor's representative before laying the RCC.

(v) The consultant's representative shall prepare and check all the measurements recorded in the bill with respect to actual work done at site and as per the approved drawings, and to certify the accuracy within reasonable period approved by the Employer/Engineer In Charge. (vi)The SC shall take measurements and prepare bills at least once in a month. But as per the specification and volume of works preparation of bill may be twice or thrice in a month. The SC shall certify each of the bills which will be certified by the BSEIDC for Payment. Hidden measurements, which cannot be recorded in future, shall be recorded before covering of the work.

(vii) If contractor's representative fails to attend the Final measurements or contractor fails to countersign final bills, then after giving reasonable notice to the contractor, SC shall take Final measurements and prepare bills and recommend for payment.

(viii) Minimum 10%(Ten Percent) of measurements will be checked by the BSEIDC's Engineer In Charge.

(ix) On completion of work, the SC shall have the responsibility to finalize bills for the work as per the actual execution at site.

(x) Obtain Employer's approval for any material deviation in designs or cost due to changes

in working drawings, schedule and specifications from the approved scheme.

(xi)The Consultant shall be required to get videography of the works being executed at the following stages: (a) Foundation (b) Plinth (c) Lintel and (d) Roof level. The videography should cover the reinforcement details before casting of concrete and also of concrete works during and after casting in presence of concerned in-charge of the works. Any other digital record as required by BSEIDC shall be provided by the consultant.

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Page 4 Prop 2 2017 Chief Engineer B.S.E.I.D.C. Ltd, Patna (xii) Advise Employer on the progress of the work and its conformity with drawings issued for the work.

(xiii) Advise Employer on changes, if necessary for technical reasons.

(xiv) Check and certify completion drawings including elevations and section and structural details indicating details of building and all services and submit completion certificate drawings to the Employer as per reporting schedule and two soft copies in CD after the completion of the work.

(xv) Supervision Consultants have to send photographs by his own android mobile regularly

as per BSEIDC instruction.

(xvi) The supervision consultant and quality control consultant shall be fully responsible for quality and quantity of work/execution of work.

(xvii) Submit monthly Progress report to Chief Engineer in prescribed Performa up to 5<sup>th</sup> day of next month.

(xviii) In the case of any deficiency and shortage of Nos of key person mention in para-3, Additional fine Up to 10% of agreement value may be imposed.

(xix) For quoting the financial rate an estimate shall be enclosed with bid for justification of quoted rate.

(xx) Division wise office set up shall be mandatory.

# (B) COMPLETION STAGE

It will be the responsibility of Consultancy Firm to get the various NOC certificates essential for start and its completion of the project and the same are to be submitted to the Authorities as per reporting scheduled necessary. Fees/taxes required to be deposited with the statutory bodies for obtaining the same will be borne by the BSEIDC. Such approvals shall include approvals from any local bodies/statutory bodies constituted by State or Central Govt.

# TIME PERIOD FOR THE SERVICES:

The durations of the services under this contract is 15 months or till completion of the building whichever is later.

#### Eligibility Criteria

The following would be the requirement of technical and managerial manpower, which will be deployed by SC for project management and supervision work:

S.No.	Type of personnel	Required Qualification and Experience	Manpower to be deployed for different size of Projects (100 to 200 school)	Additional man power for additional school
I	i cam i cader	Degree in Civil Engg +20 Year of exp or retired S E		
2	Project Manager	Degree in Civil Engg = 15 Year of exp or retired Ex Engg	2	( a 1 for 100 school )
ì	Sr Project Engineer	Degree in Civil (1ngg + 10 Years of exp - or retired Assi Engg	4	+ a 1 for 50 school )

Request For Proposal

			,				
4.	Design Engineer	Degree in Architect   Civil + 5 years of exp	1	(@ 1 for 200 school)			
5.	Electrical Engineer	Degree in Electrical + 3 years of exp	2	( @   for 100 school )			
6.	Project Engineer	Degree in Civil + 5 years of Exp	5	( @ 1 for 40 school )			
7	Construction Supervisor	Diploma in Civil + 5 years of Exp	25	( it 1 for 8 school )			

For project which requires manpower in fractions, manpower deployment can be 3.1 clubbed for more than one project or the deployment can be for limited duration, to make it feasible and economical.

For ease of deployment, consultant would generally be allotted projects in continuous 3.2 areas/districts, so that logistical arrangement and movement of manpower is facilitated.

Common criteria 3.3

The agency must be an individual entity (joint ventures not allowed) having experience in similar field for not less than 5 years as on March 2014 Information about the organization along with names & details of various Technical & supporting personnel, key personnel with their qualification & experience to be furnished along with RFP, in relevant formats indicated subsequently in the document.

Category- wise criteria 3.4

Category- wise criteria Consultancy	Minimum Requirement
criteria Turnover (Average annual turnover of last three years i.e., 2010-11 to 2012-13 from	1 Crores
Consultancy work) Profit and Loss in last three years ending on 31/3/2013	Should not be loss in any year
Total previous experience of completing Consultancy work for the project during last three years ending on 31/3/2014	100 cr
Latest Bank solvency certificate from a scheduled bank (to be submitted with bid)	Rs. 25 lacs

#### Desirable Criteria 3.5

"similar work" shall mean construction management and supervision and quality control services for residential building, institutional building, office buildings with RCC framed / Load bearing structures with finishing's including public health engineering electrical /HVAC works and its associated works.

OBLIGATIONS OF THE CONSULTANCY FIRM 4.

i) The Consultancy shall carry out the services with due diligence and efficiency and in conformity with sound architectural, engineering, administrative and financial They shall execute and complete the work in all respects to the satisfaction

राक कार Request For

of the Employer and do all other things required to be done for such execution and completion.

ii)The Consultancy shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses and giving due consideration to

iii) The Consultancy shall promptly furnish to the Employer such information relating to the services and the projects as the Employer may from time to time reasonably request.

# TIME PERIOD FOR THE SERVICE

Time period envisaged for the project is 15 months or till completion of Construction works whichever is later.

ii) If the project is delayed by any reason whatsoever, no additional cost will be payable to the consultant for these services and for the extra contract period. However, in exceptional circumstances, the Managing Director, BSEIDC may at his sole discretion decide payment of compensation, if any, due to the Consultant. The decision of the Managing Director, in this regard, shall be final.

iii) BSEIDC shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the

Consultant within 15 days. iv)The BSEIDC shall arrange a minimum one (1) meeting in each month at BSEIDC office for co-ordination and planning purpose starting from date of commencement or from date of award of civil contract. Consultant firms Team Leader and Project Engineer with the other required Team Members shall attend the meeting. BSEIDC shall issue the minutes of the meeting to all concerned.

#### PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT 6.

The Consultancy Firm shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar site supervision assignments

# INTERACTION WITH BSEIDC

During entire period of services, the Consultant shall interact continuously with BSEIDC officials and provide any clarification regarding methods being followed and carry out modification as suggested by BSEIDC. A Programme of various activities shall be provided to BSEIDC and prior intimation shall be given to BSEIDC regarding start of the key

The BSEIDC officers and other Government officers permitted by the BSEIDC may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and other works.

The consultant shall be required to send 3 copies of concise Progress Report by the 5<sup>th</sup> day of the following month to the BSEIDC. These reports shall clearly bring out the progress of consultancy works under the scope of the Consultant vis-à-vis as per the agreed programme. In case of shortfall the steps being taken to ensure timely completion.

# 8. PAYMENT SCHEDULE

Payment to the Consultants shall be released by 15th day of every month based on the total value of work got executed by the "works contractors" and paid to them during the previous month. The consultants shall submit their (consultancy fees) bills to the concerned authorities of BSEIDC by 7th of every month, with details of work done with photo and bill certified by concerned Executive Engineer.

Request For Pro

### Appendix-C

# GENERAL CONDITION OF CONTRACT (GCC)

# 1. GENERAL PROVISIONS

Unless the context otherwise requires, the following terms Definitions: 1.1 wherever used in this Contract shall have the following meanings:

> "Applicable Law" means the laws of India. (a)

\*Client" means the Bihar State Educational Infrastructure (b) Development Corporation Limited (BSEIDC), Government of Bihar Undertaking Registered under Company Act, 1956.

"Consultant" means any private or public entity that will (c) provide the services to the Client under the Contract.

- "Contract inteans the Contract signed by the Parties and all (d) the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices thereto.
- "Day" means calendar day. (e)
- "Effective Date" means the date on which this Contract (f) comes into force and effect pursuant to clause GC 2.1.
- "Currency" means Indian Rupees. (2)
- "GC" means the General Conditions of Contract. (h)
- "Government" means the Government of Bihar. (i)
- "Member" means any of the entities that make up the joint (i) venture/consortium/association; and "Members" means all these entities. .
- "Party" means the Client or the Consultant, as the case may (k) be, and "Parties" means both of them.
- "Personnel" means professionals and support staff provided (1)by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof
- "Reimbursable expenses" means all assignment-related costs other than Consultant's Fee.
- "SC" means the Special Conditions of Contract by which the (11) GC may be amended or supplemented.
- "Services" means the work to be performed by the (0)Consultant pursuant to this Contract, as described in Appendix 'B' hereto.
- "Sub-Consultants" means any person or entity to (p) whom/which the Consultant Sub-Contracts any part of the services.
- "Third Party" means any person or entity other than the (q) Government, the Client, the Consultant or a Sub-Consultant.



frage 8 Chief Engineer B.S.E.I.D.C. Lid, Patna

- "In writing" means communicated in written form with proof of receipt.
- (s) Contract Price means the price to be paid for the performance of the services in accordance with clause 6.1 of GCC
- 1.2 Relationship Between the Parties

Nothing contained herein shall construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Law.

1.4 Language

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

1.5 Headings

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

1.6 Notices 1.6.1

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

- 1.6.2 Notices shall be deemed to effective as specified in SC.
- 1.6.3 A party may change its address for notice hereunder by giving the other Party a notice in writing of such changes to the address specified in the SC.
- 1.7 Location

The Services shall be performed at such locations as specified in Special Conditions (SC) hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.8 Authority of Member in Charge In case the Consultant consists of a Joint Venture/Consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, without limitation the receiving of instructions and payments from the client.

1.9 Authorized Representatives Any action required or permitted to be taken, and document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties Unless otherwise specified in the SC the Consultant, Sub-Consultants personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Request For Proposal

2.1 Effectiveness
Of Contract

This Contract shall come into force and effect on the date the contract is signed by both the parties

2.2 Performance Security The Consultant shall provide security for his performance of the contract to the Employer within 15 days from the date of issue of LOA. The Performance Security shall be in the form of an unconditional bank guarantee acceptable to the client, from any nationalized bank or schedule bank in India valid up to 18 months from date of signing of the agreement initially and extendable up to a suitable period as specified in the Special Condition.

The amount of the bank guarantee shall be 5% (five percent) of the Contract Price (Consultancy Fees). The same shall be furnished to the BSEIDC in the Proforma acceptable to BSEIDC.

2.3 Commencement of Services

The Consultant shall begin carrying out the services not later than Seven (7) Days after the Effective Date.

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modifications or Variations

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach

The failure of a Party to fulfill any of its obligations hereunder shall

Request For Proposal

of Contract

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

# 2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal condition as soon as possible
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party-was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (i) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the client, in re-activating the Services; or
- (ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and he will be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as the existence or extent of Force Majeure, the matter shall be settled according to clause GC 8.

#### 2.8 Suspension

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

#### 2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than Thirty (30) day's written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within Thirty (30) days of receipt of

Request For Proposal

such notice of suspension or within such further period as the Client may have subsequently approved in writing

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

For the purpose of this clause:

- (e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- (f) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (g) If as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than Sixty (60) days.
- (h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

# 2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than Sixty (60) days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause GC 2.9.2

- (a) If the Client fails to pay money due the Consultant pursuant to this Contract and not subject to dispute within Forty-Five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion a material portion of the services for a period of not less than Sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### 2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Request For Proposal

Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 hereof

### 2.9.5 Payment

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2

### **Upon Termination**

hereof, the Client shall make the following payments to the Consultant:

- 1. Remuneration pursuant to Clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- 2. Except in the case of termination pursuant to paragraph (a) to (g) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

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

# 2. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

3.1.1 Standard of Performance

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

# Action for deficiency in services

Liquidated Damage shall be imposed on the consultants for delay in performance of the services under his scope by the Consultant beyond the contract period or extended time granted by the Client.

The LD shall be 1% of the contract price per week of delay subject to Maximum of 10% of the Contract price.

# Consultant's liability towards the Client:

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

Request For Proposal

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

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## Warning / Debarring

Warning may be issued to the erring consultant for minor deficiencies. In the case of major deficiencies involving time and cost overrun and adverse effect on reputation of BSEIDC, other Penal action including Debarring for certain period may also be initiated.

3.1.2 Law Governing Services The Consultant shall perform the services in accordance with the **Applicable** Law, Statutory rules By Laws and shall take all practicable steps to ensure that Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.

3.2 Conflict of Interests

The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

- hereof shall—constitute the consultant's only payment in connection with this Contract and, subject to clause GC 3.2.2 hereof, the consultant shall not accept for its own benefit any trade, commission, discount or \_\_\_ similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its 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 payment.
- (b) Furthermore, if the Consultant, as part of the services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works of services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

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

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

3.2.2 Consultant and Affiliates not to Engage in Certain Activities

3.2.3 Prohibition of Conflicting Activites

3.3 Confidentiality

3.4 Liability of the Consultant (a.)

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

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Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be governed by the Applicable Law.

3.5 Insurance to be taken out by the Consultant.

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

3.6 Accounting Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with Govt. of Bihar accepted accounting principles and in such form and details which will elearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to Five(5) years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the client.

3.7 Consultant's Actions Requiring Client's prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Subcontracts; the Consultant may sub-contract work relating to the services to an extent and with such experts and entities as may be approved in advance by the Client. Not withstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-consultants are found by the Client to be incompetent of incapable in discharging assigned duties, the Client may request the consultant to provide a replacement, with qualifications ad experience acceptable to the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (b) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultant shall submit to the Client monthly progress reports pertaining to their part of the work in format acceptable to the Client. Final reports shall be delivered in CD- ROM in addition to the hard—copies.

3.9 Documents prepared by the Consultant to be the Property of the Client

All plans, drawing, specification, designs, reports, other documents prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such Documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, and use for their own use with prior written approval of the Client.

# 4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and

Request For Proposal

4.2 Removal and/ Or Replacement of Personnel

(b)

4.3Project Architect

experienced Personnel and Sub-Consultants as are required to carry out the services. If the Client (i) finds that any of the Consultant's

Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable dissatisfied with the performance of any of the cause to be Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, forthwith provide a replacement, a person with qualifications and experience acceptable to the Client. Any of the Personnel provided as a replacement under Clause (a) above shall be subject to the prior written approval by the Client.

The Consultant shall ensure that at all times during the Consultant's performance of the services, a Project Architect acceptable to the Client, shall take charge of the performance of the services.

### 5.

The assistance to be provided by the Client are listed at Appendix- H.

- The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the services. The Consultant will be responsible for any damage to such land or any property thereon resulting from such access for such damage caused by the default or negligence of the Consultant or any Sub-consultant or the Personnel of either of them.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

In consideration of the services performed by the Consultant under this contract, the Client shall make to the Consultant such payment and in such a manner as provided by the Clause GC 6 of this Contract.

The employer shall be responsible for making all payments to be made to the local authorities and statutory bodies. However, fines, penalties and compounding fees etc. imposed by the local authorities for non-fulfillment of the Consultant's responsibility under his scope shall be borne by the Consultant excepting for the additions and alternations exclusive required by the employers in writing.

# OBLIGATIONS OF THE CLIENT

Exemptions 5.2 Access to Land

Assistance and

5.3 Change in the Applicable Law related to Taxes and Duties.

Payment

5.5 Payment to Statutory bodies

# 6. PAYMENTS TO THE CONSULTANT

6.1 Payment Schedule

The payment schedule should be as per Clause-8 set forth in Appendix-B.

6.2 Remuneration Bruk

Relinbursable

- (a) The client shall pay to the Consultant (i) remuneration as and set forth in clause GC 6.1 above (ii) reimbursable expenses as set forth in Clause GC 6.2(b) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Reimbursable expenses actually and reasonably incurred by the Consultant on behalf of the Client in the performance of the services on production of proof of such expenses. For example statutory fees for approvals to be deposited with Local Authorities.
- (c) 5% (Five percent) as Security Deposit will be deducted from each bill.

# FAIRNESS AND GOOD FAITH

### 7.1 Good Faith

7.

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

# 7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them. Failure to agree to any action pursuant to this clause shall not give rise to a dispute subject to arbitrator in accordance with clause 8 specified in the Special Conditions.

# 8. SETTLEMENT OF DISPUTES

#### 8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within Fourteen (14) Days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

### 8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

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# SPECIAL CONDITIONS OF CONTRACT

(Supervision Consultant)

1.6 Notices	The authorize	d Representative and their addresses are
Notices	Client:	
		<u></u>
	Consultant:	Project Managur MARCOS Linuted
N1-41	shall to do	emed effective when received by the above addresses.
1.7 Location	· ·	ion of the project is as follows
1.10 Taxes and Duties		nall be reimbursed at actual on production of proof.
2.2 Performance	Performances	s security shall be valid up to
Security 2.3 Commencement of Services		date for commencement of service is
3.1.1	Liquidated D	Damages of up to 0.5 percent of Contract Price of consultancy fee
Standard	shall also be	imposed for deficiency in services of submission of estimates.
Performance	down norms be final and Liquidated dobtaining the reckoned fro client. The Lithe Contract The above L	amages, shall further be imposed on the Consultant for delays in required approvals from Local Authorities. The delay shall be in the schedule date in the contract of extended time granted by the D shall be 1/2% per week of delay subject to a maximum of 5% of Price.  D's is an addition to the ED in GCC 3.1.1.
3.8 Reporting obligation	clearly bring remedial acti	ogress report pertaining to the Consultant's scope of working out the progress of work against the scheduled along with any ion being taken shall be submitted fortnightly in the format approved
	shall be estal and updated	rds clearly displaying the schedules and progress in approved format blished in the rooms of three senior officials of BSEIDC as directed at weekly intervals.
8.2 Dispute Resolution	construction, in the breach ther by the Managin of arbitration.	difference whatsoever arising between the parties out of or relating to meaning, scope, operation or effect of this contract or the validity or eof shall be settled by arbitration. The sole Arbitrator to be selected and Director, BSEIDC within 30 days from the date of receipt of notice. The venue of arbitration shall be at PATNA. The arbitration shall be governed by the Arbitration and conciliation Act, 1996 or any

Repuest For Proposal

statutory modification thereof.

Chief English 18

# Standard Format for Supervision Consultant Contract Agreement

(To be completed/modified to suit individual Project requirement)

	CONTRACT AGREEMENT
2	TRACT (hereinafter called the "Contract") is made theday of the month of 011 between Bihar State Educational Infrastructure Development Corporation Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Saidpur, Patnaon the one hand (hereinafter called the Client/Employer") and on the other hand
-	e-
Whereas	· · · · · · · · · · · · · · · · · · ·
a.	the Client has accepted the offer of the Consultant to provide certain consulting services for
b.	the Consultants, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.
Now	therefore the parties hereto hereby agree as follows:
1.0	The following documents attached hereto shall be deemed to form an integral part of this contract:  a. The Terms of Reference (hereinafter called TOR)  b. The General Conditions of Contract (hereinafter called GCC)  c. The Special Conditions of Contract (hereinafter called SCC)
2.0	The mutual rights and obligations of the Client and the Consultants shall be as se forth in the contract in particular:

- - a The Consultants shall carry out the services in accordance with the provisions of the contract: and
  - b The Client shall make payments to the Consultants in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

FOR AND ON BEHALF OF (CLIENT)

Bihar State Educational Infrastructure Development Corporation Limited, Bihar Rastrabhasha Parishad Parisar, Shiksha Bhawan, Saidpur, Patna-800 004

FOR AND ON BEHALF OF (CONSULTANT)

v Schoo	Supervision Consultancy for the Proposed Construction of Senior Secondary Schools building Projects in the State of Bihar - Group 5	Projects in	the State of B	Illai - Orong -	Financial Bid
Time 15 months			INTRILIBET		
CI IENT Bihar State	Bihar State Educational Infrastructure Development Corporation Limited	Limited			
SALARIES			110	Mammonth of	
	Experts	Nos.	Rate	Each Expert	Amount
	1	-	130,000.00	_	19,50,000.00
Team Leader	der	1	1,00,000,00	15	30,000,000.00
Project Manager	anager	1	75,000.00	15	45,00,000.00
Sr. Projec	Sr. Project Engineer		65,000.00	15	9,75,000.00
Design Engineer	Ingineer	10	60,000.00	15	18,00,000.00
Electrica	Electrical Engineer	1 10	60 000 00	15	45,00,000.00
Project	Project Engineer		10 500 00	12	1,53,00,000.00
Constru	Construction Supervisor	47	70.000,77		
Support Staff	t Staff	1	00 000 56	15	26,25,000.00
Office A	Office Attendant				3,46,50,000.00
Sub-Total A	al A				
				No. of Trips	
TRAVE			60,000.00	0 15	9,00,000,00
Trips fr	\		10,000,00	0 45	4,50,000.00
D.A. & Hote	D.A. & Hotel accommodation for experts Rs. 10000/- per trip Sub-Total B	-			13,50,000.00
			Doto	Month	
PRICE	PRICE EXPENDITURE	100	Naie	TATOTAL	
Office	Office space rental incl. water electricity, municipal taxes, insurance etc., ror	ice etc., ror			
Head Office	Office		1 20.000.00	0 15	18,00,000.00
Field	Field Office	-	1,50,000.00	15	22,50,000.00
Guest					
Office	Office Furniture & Equipments Charges/ new purchases for		LS	3,50,000.00	
Head	Head Office		ST	18,00,000.00	18,00,000.00
Field Offices	)ffices			Chief Engineer	neer
		-	Ē	B.S.E.I.D.C. Ltd, Patna	, Patna
			3	5	
					1

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

1 of 2.

WAPCOSTE

BSEIDC, Govt. of Bihar

Group 5 - Price Bid Breakup

10	2	Pat	
102.2.0	pathi Risk some	Ď.	
60	Label Market	3	
	Chief Enginee	B.S.E.I.D.C. Ltd,	
		S	7
		βQ	216
	•		-

Field Offices   Field Offices     Field Office   Advanced on the control of transport charges like postage, telex, fax, telephones, etc. for   15,000.00     Field Office   15,000.00     Fi	Head Office	Office Stationery, drawing stationery etc., for Head Office	ionery etc., tor		10,000.00	15	1,50,000.00
Field Offices   Field Offices	Field Offices	L sanged its no	ostage, telex, fax, telephones, etc. for				
Field Staff	Head Office	on charges and			00.000.6	15	1,35,000.00
Field Staff   Admin/Office Manager   Head Office   15   Admin/Office Manager   1,80,000.00   15   1,2     Field Offices   1,80,000.00   15   1,2     Field Office   1,80,000.00   15   1,3     Field Office   1,80,000.00   1,90,000.00   1,9     Field Office   1,80,000.00   1,9     Field Office   1,80,000.00   1,9	Field Offices			-	46,000.00	15	00.000,06,9
Admin/Office Manager	Field Staff						
Head Office   1,80,000.00   15   15     Field Offices   2   2   2   2     Field Offices   45 vehicle @ Rs 10000 per month   45   10,000.00   15     Field office at New Delhi   45   10,000.00   15     Field Office Area Office   45 vehicle @ Rs 10000 per month   45   10,000.00   15     Field Office at New Delhi   45   10,000.00   15     Field Office at New Delhi   15   15     Field Office at New Delhi	Admin/Offic	e Manager			.35,000.00	15	5,25,000.00
Field Offices   Sub-Total C	Head Office				1 80,000,00	15	27,00,000.00
Sub-Total C           TRANSPORTATION         1 6 60,000.00         15	Field Offices			-	10000000		1,13,00,000.00
TRANSPORTATION  Local transport charges at 6 vehicle @ Rs 60000 per month  Field Office  Field Office at New Delhi  Head Office at New Delhi  Sub-Total D  Printing of formats  Miscellaneous charges like purchase of field equipments etc.  Charges for carrying out required reportings  Capital cost  Purchase of Computers, Printers, fax, etc.  Capital cost  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer  Consultancy Fees	Sub-Total C						
TRANSPORTATION  Local transport charges at 6 vehicle @ Rs 60000 per month  Field Office  Field Office at New Delhi  Head Office at New Delhi  Sub-Total D  Printing of formats  Miscellaneous charges like purchase of field equipments etc.  Charges for carrying out required reportings  Capital cost  Purchase of Computers, Printers, fax, etc.  Capital cost  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer  Consultancy Fees							
Local transport charges at 6 vehicle @ Rs 10000 per month	TRANSPOR	TATION				L	27 00 000 00
Field office   45 vehicle @ Rs 10000 per month   45   10,000.00   15   6      Field Office at New Delhi   Head Office at New Delhi   Sub-Total D	Local transp	ges	6 vehicle @ Rs 60000 per month	9 .	00.000.09	CT .	04,00,00,00
Field Office / Area Office at New Delhi Head O	Field office				10,000,00	7,	67,50,000.00
Head Office at New Delhi  Sub-Total D  Is it is a consultancy Fees of field equipments etc.  Charges for carrying out required reportings  Capital cost  Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Consultancy Fees of Consultancy Fe	Field Office/		45 vehicle @ Rs 10000 per month	C4	10,000,01		
Sub-Total D       ,       ,       ,       ,       1.5 %       ,       1.1 %       ,       1.1 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       1.2 %       ,       2.2 %       ,       2.2 %       ,       2.2 %       ,       1.2 %       ,       2.2 %       .       2.2 %       .       2.2 %       .       .       2.2 %       .	Head Office	at New Delhi					1,21,50,000.00
Printing of formats  Miscellaneous charges like purchase of field equipments etc.  Charges for carrying out required reportings  Charges for carrying out required reportings  Capital cost  Purchase of Android phones  Capital cost  Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer 6	Sub-Total D				-		
Printing of formats  Miscellaneous charges like purchase of field equipments etc.  Charges for carrying out required reportings  Charges for carrying out required reportings  Capital cost  Purchase of Android phones  Capital cost  Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer 6					10.		2,00,000.00
Miscellaneous charges like purchase of field equipments etc.  Charges for carrying out required reportings  Charges for carrying out required reportings  Capital cost  Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer  Consultancy Fees	Displace of fo			-	01		10,000,000.00
Charges for carrying out required reportings  Charges for carrying out required reportings  Capital cost  Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer  Consultancy Fees	runnig or r	gae like	rchase of field equipments etc.				
Capital cost Purchase of Computers, Printers, fax, etc.  Purchase of Computers, Printers, fax, etc.  Total (X)  Financial Bid Offer  Consultancy Fees		us cliar ges three F	ired renortings	-			10 000 20 01
Capital cost Purchase of Computers, Printers, fax, etc. LS 6,3  Purchase of Computers, Printers, fax, etc. Total (X) 6,3  Capital cost Printers, fax, etc. LS 6,3  Purchase of Computers, Printers, fax, etc. Total (X) 6,3		carrying out requ	Transport Android phones		FS		10,00,000.0
Total (X) Financial Bid Offer Consultancy Fees	Capital cost		Purchase of Alianora priorical	0.	ST		0.000,000,9
nncial Bid Offer nsultancy Fees			Purchase of Computers, rinners, ray, ca		Total (X)		6,31,36,000.0
		Edit (G) (MARICA 17 (MAZE SIGNERA JANUARY CALLOSSER ACADISA SIGNERA SIGNERA SIGNERA SIGNERA SIGNERA SIGNERA SI		MANAGE AND PROPERTY OF THE PRO			
			нада описностична напримента о 🛦 основнавана е постанова записнавания голимента байлана конторбите пределена постанова	-	Financia	I Bid Offer	2.92%
	AND THE PROPERTY OF THE PROPER			~	Consult	ancy Fees	6.31 crore

INTADOOCTLA

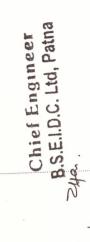
1 of 2

WAPCOS I td

BSEIDC, Govt. of Bihar

2.50% 5.41 crore	Negotiated Offer Consultancy Fees	
5,41,35,000.00	Total (X)	Purchase of Computers, l'rinters, lax, etc.
6,00,000.00	LS	i) Capital cost Purchase of Androld production
18,00,000.00	FS	G. Charges for carrying out required reportings
		F. Miscellaneous charges for purchase of field equipments
5,00,000.00	LS	E. Printing of formats
2,00,000.00	LS	
		Sub-Total D
81,00,000.00		Head Office at New Delhi
		35 Venicie @ NS 0000 per montre
31,50,000.00	6,000.00 15	
	00.000,66	D1 Local transport charges at 6 vehicle @ Rs 55000 per month 6
49.50.000.00		
88,85,000.00		ii) Field Offices
27,00,000.00	1.80,000.00 15	i) Head Office
5,25,000.00	35,000.00 15	C5 Admin/Office Manager
		iii) Field Staff "@ Ks. 1000/ - per person per monde
6,75,000.00	45,000.00 15	ii) Field Offices
1,35,000.00	9,000.00	Head Office
		C4. Communication charges like postage, telex, fax, telepholies, etc. 191
		ii) Field Offices
00.000,00,6	60,000,00 15	Head Office
1,50,000.00	10,000.00 15	C3. Office Stationery, drawing stationery etc., 101

Group 5 - Negotiated Offer Breakup





(भारत सरकार का उपक्रम - जल संसाधन मंत्रालय) (A Government of India Undertaking - Ministry of Water Resources)

NO. WAP/INFRA/BSEIDC/2014/005

30/08/2014

The Managing Director

Bihar State Educational Infrastructure Development Corporation Ltd., Patna

Shiksha Bhavan, Bihar Rastrabhasha Parishad Campus,

Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004

Ph.-0612-2910314, Fax:- 06121660256

Email:-bseidc@gmail.com

Sub: Providing Supervision Consultancy Services for the Proposed Construction of "Senior Secondary schools / Higher secondary schools / Senior Secondary schools (MSDP)-/ Upgraded Senior Secondary schools" building projects in the State of Bihar: GROUP 5 -Munger Division – Letter Of Transmittal.

Sir,

With reference to the N.I.T. No. 19/2014-15 (RFP for Supervision Consultancy) through e-tendering website www.eproc.bihar.gov.in, we are pleased to submit herewith our proposal for taking up the assignment.

WAPCOS Ltd, an ISO-9001:2008 certified Government of India Undertaking, under the Ministry of Water Resources is a premier international consultancy organization. WAPCOS has been providing to various domestic and overseas clients, consultancy services in a diverse range of Engineering. WAPCOS has been rated as "Excellent" by the Department of Public Enterprises, Government of India and has recently been awarded "SCOPE Meritorious Award 2011-2012" for "Corporate Governance" by President of India. WAPCOS has been awarded Prime Minister's MOU Award for "Excellence" and placed amongst Top Ten PSUs by the Ministry of Heavy Industries and Public Sector Enterprises, Government of India. WAPCOS has been awarded "SCOPE AWARD" for Outstanding Contribution to the Public Sector Management. WAPCOS has recently been awarded "National Award - Star Performer Projects Export" by Engineering Export Promotion Council (EEPC), Government of India for outstanding Export Performance.

The Spectrum of Services offered by WAPCOS include Preliminary Investigation/ Reconnaissance, Feasibility studies/ Planning/ Project Formulation, Field Investigation & Testing, GIS & Remote Sensing, Engineering Design, Implementation of Programs, Detailed Project Reports, Monitoring and Evaluation Studies, Contract Management, Project Management & Construction Supervision, Technical Review & Quality Control, Capacity Building, Training and Institutional/ Human Resource

Development

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

76-C, Institutional Area, Sector - 18, Gurgaon - 122 015 (Haryana), INDIA Hay Tel.: +91-124-2399421 (16 Lines) Fax: +91-124-2397392, 2399220

E-mail: ho@wapcos.gov.in; mail@wapcos.gov.in Website: http://www.wapcos.gov.in

The Fields of Services of WAPCOS include Irrigation, Drainage & Water Management, Ground Exploration, Development of Wells & Minor Irrigation, Flood Control, River Morphology, Watershed Management, Wetland Management, Dry Land Farming, Dam & Reservoir Engineering, Power Engineering, Water Supply, Sewerage & Sanitation, Environmental Engineering, Port & Harbors and Inland Waterways, Rural and Urban Development, Roads and Highway Engineering, Lakes & Wetlands System Studies and Information Technology.

WAPCOS is registered with all major international funding institutions including the World Bank, Asian Development Bank (ADB), African Development Bank (AfDB), the United Nations and its specialized agencies (UNDP, FAO) etc.

Over four decades of its operation, WAPCOS has worked in more than 55 countries abroad including Afghanistan, Algeria, Armenia, Bangladesh, Bhutan, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, DR Congo, Eriteria, Ethiopia, Fiji Islands, Georgia, Ghana, Guiana, Indonesia, Iran, Iraq, Kenya, Korea, Lao PDR, Lesotho, Malaysia, Malawi, Mali, Mauritius, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Philippines, Rwanda, Senegal, Sierra Leone, Singapore, Sri Lanka, Solomon Islands, South Africa, South Sudan, Swaziland, Syria, Taiwan, Tanzania, Togo, Uganda, Vietnam, Yemen, Zambia, Zimbabwe.

We have undertaken a number of assignments relating to Construction Supervision and Quality Assurance of infrastructure projects especially schools, institutional buildings, government buildings, colonies with residential buildings and allied infrastructure works, low cost houses, etc in India and abroad. WAPCOS has a well-equipped team of experts well versed with latest construction methodologies and construction techniques competent enough to carry out this assignment. Additionally, WAPCOS also has a full-fledged office in Patna, Bihar (India).

With our background, experience and expertise we feel confident of providing you our best professional consultancy services. In case you have any clarifications we shall be glad to provide the same.

Thanking and assuring you of our best services at all times.

Very truly yours.

(Deepak Lakhanpal)

Dy. Chief Engineer (Infra.)
Phone: +91-124-2397391

Fax: +91-124-2399224, 2397392

Email: commercial@wapcos.gov.in

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

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# ANNUAL TUROVER OF WAPCOS LIMITED

SI. No.	Financial Year	Turnover in USD (in Millions)
	2010-11	78.65 *
1.		69.27 **
2.	2011-12	104.29 ***
3.	2012-13	
	Average	84.07

\* 1USD = INR 44.65

\*\* 1USD = INR 51.1565

\*\*\* 1USD = INR 54.39

PARASU RAMAN & ASSOCIATES FRN: 025407N DG-11/286-D, Vikas Puri, New Delhi-110018

> For PARASU RAMAN & ASSOCIATES FRN: 025407N

M. No.083102

10.2.2013



### WAPCOS LIMITED

(A Govt. of India Undertaking)

BALANCE	SHEET	AS	AT	31st	MARCH,	2011

			**		31/03/2010
~	SCHEDULE		31/03/2011		3 1/03/2010
SOURCES OF FUNDS:					
Share Holders' Funds :					
Share Capital	1	200.00		200.00	<b>5</b> 0 004 00
	2	12,368.73	12,568.73	9,621.98	9,821.98
Reserves & Surplus	71		12,568.73		9,821.98
	12				
APPLICATION OF FUNDS:	3				
Fixed Assets:	<b>J</b>	1,586.89		1,511.43	
Gross Block		696.57		638.37	
Less: Depreciation			890.32		873.06
Net Block			3.68		3.00
Investments	4		651.66		624.48
Deferred Tax Assets(Net)		*			•
Current Assets, Loans and Adv		00.00		30.42	
Interest Accrued on Deposits	5	89.88		4,196.56	
Work in Progress	6	300.64		13,213.52	
Sundry Debtors	7	16,781.62		5,373.23	
Cash & Bank Balances	8	10,312.48			
Loans and Advances	9	11,881.08		10,036.97	
		39,365.70		32,850.70	
Less: .					
Current Liabilities & Provision	ıs:			19,845.11	
Liabilities	10	22,568.83			
Provisions .	11	5,773.80		4,684.15	
1 10 11010110		28,342.63		24,529.26	8,321.44
Net Current Assets:			11,023.07		
	TAL		12,568.73		9,821.98
Significant Accounting Policie					
Contingent Liabilities &					
	21	DARA	SU RAMAN & ASS	SOCIATES	
Notes on Accounts		a Assounts	FRN: U20401	14	18AS
Schedule '1' to '21' form an in	negral part of th	D	C 137286-D. VIKA	5 Pull,	137 K
	d	_	or and on behalf	of Board of Direct	ors or
As per our report of even date	e attached	Г	or and on bonding		13.10 ISI

As per our report of even date attached

For K.N.Goyal & Co.

Chartered Accountants

(A. K. Seligal)

General Manager(Corp)-cum-CS

(Sunil K. Puri)

General Manager(Finance)

(K.N.Goyal) Partner

M.No. 11939

Place :New Delhi

(Dr. A.G. Agatwal)

Director

(R.K.Gupta)

Chairman -cum-Managing Director

For PARASU RAMAN & ASSOCIATES

FRN: 025407

Chief Engineer B.S.E.I.D.C. Ltd, Patn 249

(Rs. in Lakhs)

### WAPCOS LIMITED BALANCE SHEET AS AT 31ST MARCH, 2012

(in ₹ Lacs)

				(III C Luca)
	T	Note AS AT		AS AT
		No.	31st MARCH, 2012	31st MARCH, 2011
EQUITY AND LIABILITIES				
Shareholders' Funds		2.01	300.00	200.00
Share Capital		- 2.02	16,156.72	12,368.73
Reserves and Surplus		-		
Non-Current Liabilities		2.03	_	
Deferred Tax Liabilities (Net)		2.03	2,334.46	1,807.98
Trade payables		2.04		1 .
Long-term Provisions		2.04	1,445.05	
Current liabilities		_	11,274.77	11,875.36
Trade payables		0.05		
Other Current Liabilities		2.05		
Short-term Provisions		2.06	4,152.20	4,502.77
•	TOTA	L.	51,992.19	40,911.36
			-	
ASSETS -				-
Non-current assets				
Fixed assets		2.0	7 1,021.23	890.32
Tangible Assets		2.0		3.68
Non-current investments		2.0		651.66
Deferred tax assets (net)		2.0		7 4,537.48
Long term Loans & Advances				
Current assets		2.5	10	300.64
Inventories		2		3 16,781.62
Trade receivables		2.		
Cash and Bank Balances		2.		
Short-term Loans and Advances		2.	142.4	
Other Current Assets - Interest Accrued on Deposits			142.4	
	TOT	AL	51,992.1	19 40,911.36
		. 18	8.2	
Statement of Significant Accounting Policies & Notes on Accounts				

As per our Report of even date attached

For and On behalf of Board of Directors

For K. N. Goyal & Co., Chartered Accountants

FRN - 01084N

(A.K.Sehgal)

(Sunil K.Purl) General Manager (Finance)

(K. N. Goyal)

Partner M.No.011939 General Manager (Corp)-cum-CS

(Dr.A.G.Agarwal) Director

(R.K.Gupta) Chairman-cum-Managing Director

Place : New Delhi

Dated:

ASU RAMAN & ASSOCIATI FRN : 025407M 14,286-D; Vikas Puri,

K.N. GOYAL & CO. Now Dollal,

Chartered Accountant

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

For PARASU RAMAN & ASSOC FRN: 025407N

### WAPCOS LIMITED BALANCE SHEET AS AT 31ST MARCH, 2013

(in ₹ Lacs)

DAD WATER				(	n ( Lacs)
	Note	AS /	T	ASA	
	No.	31st MAR	1	31st MARC	H, 2012
	110.				
QUITY AND LIABILITIES					
hareholders' Funds	2.01		800.00		300.00
Share Capital	2.02		19,974.22		16,156.72
Reserves and Surplus	. 2.02		20,51		
Ion-Current Liabilities	2.02				
Deferred Tax Liabilities (Net)	2.03		3,264.06		2,334.46
Trade payables	0.04	*	1,746.01		1,449.83
Long-term Provisions	2.04		1,740.01		
				•	
Current liabilities			20,007.91		11,274.77
Trade payables					15,926.65
Other Current Liabilities	2.05		19,121.04		4,549.76
Short-term Provisions	2.06		-7,792.91		
Shortetimertovisions			NOT 45		51,992.19
TOTAL			72,706.15		31,374,20
		_	_	-	
ASSETS _					
Non-current assets					- 001 71
Fixed assets	2.07		1,209.40		1,021.21
Tangible Assets	2.08		3.68		3,68
Non-current investments	2.03	-	809.66		664,44
. Deferred tax assets (net)	.2.09		4,769.01		3,447.27
Long term Loans & Advances					
Current assets	2.10	0		<	•
Inventories	2.1	1	22,733:44	-	19,825.7
Trade receivables	2.1	2	28,320.44		16,689.9
Cash and Cash Equivalents	2.1		14,650.90	-	10,197.4
Short-term Loans and Advances	2.1	1	209.62	2	142.4
Other Current Assets					
TOT	AL		72,706.15	5	51,992.1
	-		-		
	4.0	2			
Statement of Significant Accounting Policies & Notes on Accounts	18	. 2			
The contract was a factor of the contract of		alf of Board O			1

As per our Report of even date attached For K. N. Goyal & Co., Chartered Accountants

(K. N. Goyal) Partner M.No.011939

FRN - 001084N

Place : New Delhi Dated: 1 4 JUN 2013

Company Secretary

(K.K.Kandwal)

(Dr.A.G.ABary Director

(Sunil K.Puri) Executive Director(Finance)

(R.K.Gupta) Chairman-cum-Managing Director

New Delhi

For PARASU RAMAN & ASS

FRN: 025407N IATESDG-11/25G-D, Vikas Puri, New Delhi-116018

FRN: 925407N



(F.N.Sanyal)
Registrar of Companies.

# भारत सरकार-कोषीरेट काम गत्रालय । कबने। रिजस्ट्रार कार्यालय राष्ट्रीय राजधानी क्षेत्र विल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात चंदा निमान प्रमाण-पन.

कोचोरेट पहरतन राज्या ७७४४०९९८८ १०६९८ ०१००५७७

CHY WATER AND POWER CONSULTANCY SERVICES (HOIAN TO

र मानल में, में एतच्यार समापित करता है कि मैसर्स KLATER AND POWER CONSULTANCY SERVICES (INDIA)LTD

ो पूल रूप में दिगाल गर्मीस जून चन्नीर सी चनहतार का नाम्पनी अधिनियम, 1965 (1956 वर्ग 1) के अर्ह्मार मेराल VIATER AND POWER CONSULTANCY SERVICES (INDIA)LTD

रों तर में लिसमित की गई हो, में बनामी आवित्यम, 1950 भी भारत है। जी कर्मों के अनुमान मिरिक्त अम्पन्तक विधि क्या मारित कर्मा है। कर्म के पह पृथ्वित अस्पन्त की प्रति भारत का अभूमीतन, वामानी अविविद्या, 1966 भी महान महान प्रति है। उसे भारत की प्रति भारत का आपूर्णितन, वामानी अविविद्या, 1966 भी महान प्रति है। वामान है। वामान हो सामान है। वामान के प्रति की आवित्यमा मान आप परिवर्तित रूप में मैसर्स अभूमित है। वामान कमानी का गाम आप परिवर्तित रूप में मैसर्स अभूमित है। वामान कमानी का गाम आप परिवर्तित रूप में मैसर्स

हा एक हैं और यह प्रमाण-पत्र, रूथित अधिनियम की धारा 23(1) के जामुसरण में जारी किया जाता है।

८६ धनाय-प्रज, मेर दालाध्य द्वारा दिल्ली में आज दिनांक तीन नवस्वर दो हजार चात को जभी वित्या ज्यूता है।

GOVEF.NMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number: U74899DL1969GOI005070

In the matter of Mis WATER AND POWER CONSULTANCY SERVICES (INCIA)LTD

Enereby certify that WATER AND POWER CONSULTANCY SERVICES (INDIA)LTD which was originally incorporated on Tiveniy Sixth day of June Nineteen Hundred Sixty Nine under the Companies Act, 1956 (No. 1 of 1956) as WATER AND POWER CONSULTANCY SERVICES (INDIA)LTD having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded the oto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A24211921 drisd 03/11/2007 the name of the said company is this day changed to WAPCOS LIMITED and this Cortificate is issued pursuant to Section 23(1) of the said Act.

Given under my head at Delhi this. Third day of November Two Thousand, Seven.

(1804/2)

कमला संध्यदार - 7 Bey Strack Constance सर्द्धीय साज्यांनी थेडा विस्ती एवं विदेशाणा (Catherial Capital Territory of Distarbus Hell and

स्मार के में कार्यन अस्तित के में सम्बद्ध मानाना को गा



# आयकर विभाग

INCOME TAX DEPARTMENT

WAPCOS LIMITED



भारत सरकार GOVT. OF INDIA



26/06/1969 Permanent Account Number AAACW0764A

हुन कुछ के खोने / पाने पर कृपया सूचित करें / लीटाए आयुक्तर पुन, सेवा इकाई, एन एस डी एल तीसरी मुजील सफायर चेबसं, बानर टेलिफोन एवसचेंज के नजदीक स्टूडिंग बातर टालपाय वर्गन -बातेर, पुना - 411 045

If this eard is lost / someone's lost eard is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Banes Elephone Exchange,
banes, Pone, 21, 1,045
Tel. 91, 11,22, 20, 31, 22, 27, 170, 7721,8081



# Indian Register Quality Systems

(A Department of Indian Register of Shipping)

52A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400 072. India.

ACCREDITED BY THE RVA

# Certificate Of Approval



This is to certify that the Quality Management System of

# WAPCOS Limited

76 - C, Sector - 18, Gurgaon, Haryana - 122 015

has been found to conform to the requirements of the Standard:

ISO 9001: 2008

with respect to the following scope:

Consultancy Services in Water Resources, Power and Infrastructure Development Projects

This approval is subject to continued satisfactory maintenance of the Quality Management System of the Organisation to the above Standard which will be monitored by IRQS.

Certificate No.: IRQS/1110480 issued at Mumbai on: 3rd November 2011

Original Approval Date : 24th October 2008 for ISO 9001:2000

Current Certificate Expiry: 23rd October 2014

Chief Operating Interpreter B.S.E.I.D.C. Ltd, Patn

ZHay.

# INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

Assessment Year 2013-14

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-4S (SUGAM), ITR-5, ITR-6 transmitted electronically with digital signature]

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

								PAN	4,102,400		
	Name WAPCOS LIMITED							AA	AAACW0764A		
IC	Flat/Door/Bleck No 5TH FLOOR				Name Of Premises/Building/Village KAILASH BUILDING				No. which	ITR-6	
DATE OF ELECTRONIC TRANSMISSION	Road 26,K	//Street/Post Office ASTURBA GAND	HI MARG	Area/Locality NEW DLEHI					nitted		
RANS	. 75	TC:tu/District		State			Pin	Stat	us	- Pvt Company	
DATE	Town/City/District DELHI			DELHI			110001		-		
•	Desi	Designation of AO(Ward/Circle) DY COMMISSIONER OF INCOME TAX Original Designation of AO(Ward/Circle) DY COMMISSIONER OF INCOME TAX							nal or Rev	vised ORIGINAL	
	E-fi	ling Acknowledge	ment Number	8004551212909	13		Dat	e(DD/MN	M/YYYY)		
	1	Gross total income								888797814	
<	2	Deductions under C	Chapter-VI-A	oter-VI-A						0	
	3	Total Income							3	888797810	
1	3a	Current Year loss,	Year loss if any						3a	0	
ON	4	Net tax payable	•							288370449	
(a)	5	Interest payable			8	7	36		5	0	
THER	6	Total tax and inter-	est payable						6	288370449	
TAX				nce Tax	7a		151696	0000			
COMPUTATION AND TAX T	7	Taxes Paid	b TDS		7b		189000	212			
AND			c TCS		7c			0			
Ö				Assessment Tax	7e			0		(X15). / 14	
			e Total	Taxes Paid (7a+7b+7	7c +7d)				7e	340702212	
	8	Tax Payable (6-	7e)						8	. 0	
	9	Refund (7e-6)								52331760	

This return has been digitally signed by

RAJINDER KUMAR GUPTA

in the capacity of CMD

having PAN

AATPG9443Q from

IP Address 180.151.0.248 on 29-09-2013

at NEW DELHI

Dsc Sl no

302509116517262951020531CN=TCS sub-CA for TCS 2011,

OU=Sub-CA, O=Tata Consultancy Services Ltd., C=IN

AAACW0764A06800455121290913806038F65C5444744F3198B84191B17148BB

Proprietor M. No.083102

# INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

Assessment Year 2012-13

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-4S (SUGAM), ITR-5, ITR-6 transmitted electronically with digital signature]

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

	Name	PCOS LIMITED						A	AAC	W0764A	
	** 24.1	COS LIMITADA		*							
		Name Of Premises/Building/Village KAILASH BUILDING					ge	has b	Form No. which has been electronically		ITR-6
DATE OF ELECTRONIC TRANSMISSION	Road/Street/Post Office Area/Locality NEW DELHI					t l				ed	
OF				State -	-		Pin	Sta	Status		PUB COMPAN
DATE	DEL	n/City/District		DELHI		-	1 1 0 0 0 1			_	
-	Desi	gnation of AO(W	ard/Circle)	ADDL.COMMISSION	NER OF INC	COME TA				or Revise	d Original
	F-fi	ling Acknowledge		5033205812909	12		Date	(DD/M	IM/Y	YYY)	29-09-2012
	1	Gross total income			4.8	•			1		761330063
	2	Deductions under Chapter-VI-A							2		0
	3	Total Income							3 3a		761330060
<u>ا</u>			:6								0
INCOME	3a		II any						4		247013539
THEREON	4	Net tax payable							5		0
UF	5	Interest payable		100		100			6		247013540
Z F	6	Total tax and inter		nce Tax	7a		1285000	000			
TATIO	7	Taxes Paid	b TDS		7b		151529	725		4	
COMPUTATION AND TAX T			c TCS		7c			0			
00			d Self	Assessment Tax	7e			0			The Common Carlo
			e Total	Taxes Paid (7a+7b+7	Taxes Paid (7a+7b+7c +7d)			:	7e		280029725
	8	Tax Payable (6-	-7e)						8		0
	9								9		33016185

This return has been digitally signed by in the capacity of CMD

RAJINDER KUMAR GUPTA

having PAN

AATPG9443Q from

IP Address 110.234.14.161 on 29-09-2012

at NEW DELHI

Dsc Sl no

& issuer

302509116517262951020531CN=TCS sub-CA for TCS 2011, OU=Sub-CA, O=Tata Consultancy Services Ltd., C=IN

AAACW0764A06503320581290912D7005D8D9E13DD320BE90ECE9CB C4F825F4B7D77

DG-11/286-D, Vikas Puri, New Delhi-110018

# INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-4S (SUGAM), ITR-5, ITR-6 transmitted electronically with digital signature

Assessment Year 2011-12

	Name			•					
-	WA	PCOS LIMITED					AAA	CW0764A	
-   -	Flot/I	Door/Block No		Name Of Premi	ses/Building/	Village	Form N	o. which	•
DING.		FLOOR		KAILASH BUIL	DING .	has bee		ITR-6	
ON .	Road	/Street/Post Office		Area/Locality			transm	itted	
DATE OF ELECTRONIQ TRANSMISSION		KASTURBA GANI	)HI MARG	NEW DELHI		•	Statu	s (fill the	DUD COMPA
RA O	Tow	n/City/District		State		Pin	code)		PUB COMPA
DATE	Town/City/District DELHI		DELHI -	-	140001	-		•	
		-		20) 0 415016	NICD OF LTA	V CIRCLE-18	Origina	al or Revis	ed Original •
	Desi	gnation of AO(W	ard/Circle) AS	STT. COMMISSIC	MER OF LIA	A, CIRCLE 10			Oligina
	E-fi	ling Acknowledge	ment Number	3022430213009	11		Date(DD/MM	/YYYY)	30-09- <b>2011</b> 580313591
	1	Gross total income						0	
	2	Deductions under (	Chapter-VI-A			3			
	3	Total Income							580313591
									. 0
O.W.	3a	Current Year loss, if any							192765667
INCOME	4	Net tax payable							1726000
THEREON	5	Interest payable							194491667
THI	6	Total tax and inter				E/6	000000	1	
TAX	7	Taxes Paid	a Advano	ce Tax	7a				
UTA D T	1	Taxes Tare	b TDS		7b	1274	143398		
COMPUTATION AND TAX T			c TCS		7c		0		
ŏ				ssessment Tax	7e	24	626000		2000(020)
			e Total 7	Taxes Paid (7a+7b+	7c +7d)			e	208969398
	8	Tax Payable (6	-7d)				8		
	9 Refund (7e-6)					Ç		1447773	

This return has been digitally signed by in the capacity of CMD

RAJINDER KUMAR GUPA

having PAN

AATPG9443Q from

Dsc Sl no & issuer

IP Address 14.98.21.252 on 30-09-2011

179657436748263449114419ST=AP,

NEW DELHI

EMAILADDRESS=admin@tcs-ca.tcs.co.in, L=Hyderabad, CN=Tata

AAACW0764A0630224302130091119583D0471A88B24BF4C4102381124 D0DC42F2B4

Chief Engin B.S.E.I.D.C. Ltd, I



## सत्यमेव जयते

# INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by \*

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL98233262930314M

26-Aug-2014 03:03-PM

IMPACC (IV)/ dl864603/ DELHI/ DL-DLH

SUBIN-DLDL86460393810646619350M

WAPCOS LTD

Article 4 Affidavit

Not Applicable

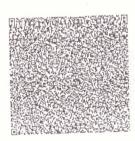
(Zero)

WAPCOS LTD

Not Applicable

WAPCOS LTD

(One Hundred only)



.....Please write or type below this line.....

### AFFIDAVIT

I, S. Vijayarao, aged 57 yrs, S/o Sh. J. Samudra Vijayan presently working as Chie (PA&L), M/s WAPCOS Limited having its registered office at: 5th Floor, "KAILASH"

Ram Sharan Lohmorth Kapashera, N. Delhi

Regd. No. 1955

नुष्ट्य अवयक (का. अ. ९प प्यान)/प्राामगणवात्रवादा (१७०८) वाप्कोस लिमिटेड /WAPCOS Lighted (भारत सरकार का उपक्रम)/(A. Govt. of India Choleraning) Any discrepantify in hite details (Arthis Sertification passes) गुड़ेगाव (हरियाणा)—122015/Gurgaon (Harrania) स्थाप

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Gandhi Marg, New Delhi – 110001, do hereby take oath in the name of God and state as under:-

Wapcos Ltd. is neither blacklisted by any State/ Central Government Departments/ organizations/ Institutions nor been involved in corrupt or fraudulent practices.

### VERIFICATION:-

एस. विजयराव / S. HENDER (1881) (1881) पुज्य प्रवंधक (का. प्र. एवं हि.) (Chief Mahayu (1881) वाष्कोस लिमिटेड / WAPCOS Limited (भारत सरकार का उपक्रम) (18. Govt. of India Undertaking) 76—सी. सैक्टर—18/76-C, Sector-18, गुड़गाँव (हरियाणा)—122015/Gurgaon (Haryana)-122015

I, S. Vijayarao, the above-named deponent solemnly affirm that the contents of my above affidavit are true and correct to my personal knowledge, nothing has been concealed and no part of it is false.

एस. विजयराव / S. Milly ao मुख्य प्रबंधक (का. प्र. एवं वि.)/Chief Mahager (PA&L) वाप्कोस लिमिटेड / WAPCOS Limited (भारत सरकार का उपक्रम)/(A. Govt. of India Undertaking) 76—सी. सैक्टर—18/76-C, Sector-18, गुड़गाँव (हरियाणा)—122015/Gurgaon (Haryana)-122015

Ram Sharan Lohmorh

ATTESTED

NOTARY

Kapasheim, New Dellini (India).

ES AUG WILL



### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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# Government of National Capital Territory of Delhi

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26-Aug-2014 02:57 PM

IMPACC (IV)/ dl864603/ DELHI/ DL-DLH -

SUBIN-DLDL86460393822960820015M

WAPCOS LTD

Article 4 Affidavit

Not Applicable

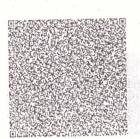
(Zero)

WAPCOS LTD

Not Applicable

WAPCOS LTD

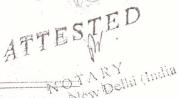
(One Hundred only)



.....Please write or type below this line\_\_\_\_

### **AFFIDAVIT**

All the statements made in the required attachments for 'Supervision Consultancy Services for Construction of Senior Secondary Schools/Higher Secondary Schools/Senior Secondary Schools (Multi Sectoral Development Programme)/Upgraded Senior Secondary Schools in the State of Bihar: Group 5 - Munger Division' are true and correct.



Ram Sharan Lohmorh Kapashera, N. Delhi Regd. No. 1955

do khanfal (Deepak Lakhanpal) Dy Chief Engineer (Infrastructure)

B.S.E.I.D.C

Statutory Alert:

The application of this Stamp Certificate should be obtained at least a state of the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority.



(भारत सरकार का उपक्रम — जल संसाधन मंत्रालय) (A Government of India Undertaking - Ministry of Water Resources)

26/08/2014

## DECLARATION

I, S. Vijayarao, Chief Manager (PA&L) of WAPCOS Limited hereby declare that WAPCOS do not have any litigation with clients since last three years.

For & on Behalf of

WAPCOS Limited

(S.Vijayarao)

Chief Manager (PA&L)

एस. विजयराव / S. Vijaya Rao मुख्य प्रबंधक (का. प्र. एवं वि.)/Chief Manager (PA&L) वाष्कोस लिमिटेड /WAPCOS Limited (भारत सरकार का जपक्रमे)/(A. Govt. of India Undertaking) 76—सी. सैक्टर-18/76-C. Sector-18, गुडगाँव (हरियाणा)—122015/Gurgaon (Haryana)-122015

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

76-C, Institutional Area, Sector - 18, Gurgaon - 122 015 (Haryana), INDPAL 21
Tel.: +91-124-2399421 (16 Lines) Fax: +91-124-2397392, 2399220

E-mail: ho@wapcos.gov.in; mail@wapcos.gov.in Website: http://www.wapcos.gov.in



Indian Overseas Bank

Central Office: 763, Anna Salai, Chennai-600002.

Branch: M-13, Punj House Annexe, Connaught Place, New Delhi-110001. Phones CM: 23416715 23416957, 23413383 FAX: 91-011- 23414602

Email: conotbr@delsco.iobnet.co.in

Date:26.08.2014

### SOLVENCY CERTIFICATE

This is to cortify that to the best of our knowledge and information M/s WAPCOS Limited, is a customer of our bank is respectable and can be treated as good upto a sum of Rs.1.00 Crore (Rupees one crore only) as disclosed by the information and records which are available with us.

"I'his Certificate has been issued at the specific request of the customer.

Signature VI

Seal of the Ban

Date:

THE STATE OF THE S

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

Han.



The state of the s

# पंजाब लेखनल बैंक ए punjab national bank

ECE HOUSE, A-28, KASTURBA GANDHI MARG, NEW DELHI-110001 PHONES.23739131/ 23321503/ 23711357 FAX: 23710118/ 23324788 EMAIL:bo1120@pnb.co.in

August: 27, 2014

Bihar State Educational Infrastructure
Development Corporation Limited,
Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahai Path, Saidpur,
Patna – 800004

Sirs,

Re: Letter of Guarantee No.1120ILG009714 dated 27.08.2014 for ₹21,62,000/- (Rupees Twenty One Lac Sixty Two Thousand only) in your favour on behalf of M/s. WAPCOS Ltd.

Please find enclosed Letter of Guarantee No.1120ILG009714 dated 27.08.2014 for ₹21,62,000/- (Rupees Twenty One Lac Sixty Two Thousand only) valid upto 13.02.2015 in your favour which has been issued by us on the request of M/s. WAPCOS Ltd., under the joint signature of our following officers:

- 1. Ms. Renu Salwan, Sr. Manager
- 2. Mr. D.D. Kohli, Manager

It is advised in your own interest to get confirmation of issuance of this guarantee from our Controlling Office i.e. Punjab National Bank, Central Delhi Circle Office, Rajendra Bhawan, Rajendra Place, N.Delhi, to whom a copy of this letter is being endorsed.

Thanking you,

Yours faithfully,

SR. MANAGER

Encl: Bank Guarantee





# INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

## e-Stamp



Certificate Issued Date

Account Reference

Unique Doc. Reference .

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL71772887789495M

27-Jun-2014 02:17 PM

IMPACC (IV)/ dl716803/ DELHI/ DL-DLH

SUBIN-DLDL71680340392171706669M

PUNJAB NATIONAL BANK ECE HOUSE

Article Bank Guarantee

Not Applicable

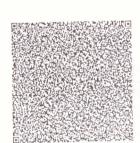
(Zero)

PUNJAB NATIONAL BANK ECE HOUSE

Not Applicable

PUNJAB NATIONAL BANK ECE HOUSE

(One Hundred only)



Please write or type below this line\_\_\_\_\_

11207LG au 9714 dt 27.8.2014

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,

Acharya Shiv Pujan Sahai Path, Saidpur,

Patna-800004

This Stamp paper forms an Integral Part of the Bank Guarantee No. 1120 IL 6 00 9914 dated goly for Rs.21,62,000.00 (Rupees twenty one lakhs sixty two thousand only).

हते पंजाब नेशनल बैंक Sr. Manager MPunjab National Bank

Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this perfect and D. C.

The authenticity of this Stamp Certificate should be verified at www.s available on the website renders it invalid. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.





11207LG 009714 d+ 27.8.2014



To.

हार्क

Bihar State Educational Infrastructure Development Corporation Ltd. Shiksha Bhawan,Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path,Saidpur, Patna-800004

WHEREAS, WAPCOS Limited with its Registered/Head office at 5,Kailash,26,K.G.Marg,New Delhi-110001 (hereinafter called "the Bidder") has submitted his Bid dated 30.8.2014 for the Project Supervision and Quality assurance of Group No.5,Division:-Munger Division [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We,Punjab National Bank, branch office at ECE House, 28-A, K.G.Marg, New Delhi-110001 and having its head office at 7, BCP, New Delhi (hereinafter called "the Bank") are bound unto Bihar State Educational Infrastructure Development Corporation Ltd.,Shiksha Bhawan,Bihar Rastrabhasha Parishad Campus,Acharya Shiv Pujan Sahai Palh,Saidpur,Palna-800004 (hereinafter called "the Employer") in the sum of Rs.21,62,000.00 (Rupees twenty one lakhs sixty two thousand only) for which payment well and truly to be made to the said Employer by the Bank Itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this 27th day of Aug ,2014.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
  - fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

कृते पंजाब नैशनल बैंक For Punjab National Sank

रहिन्द प्रयानक्ष्य / Sr. Martiger men इ.सी.इ. इतन्त्रम, क.सी. मार्ग, मह निक्कीech E.O.E House, K. G. Marg, New Dolhi-1 Contd...2

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

ZHR

F/ APCO

112072009714 dt 27 8.2014



2

This Guarantee will remain in force up to and including the date 13.02.2015 i.e. 165 daysafterthedeadlineforsubmissionofBidsassuchdeadlineis statedin theInstructionsto Biddersorasitmaybe extendedby the Employer,noticeofwhich extension(s) totheBankisherebywaived.Anydemandinrespectofthisguaranteeshould reachtheBanknotlaterthantheabovedate.

The guarantee is encashable at our Patna Branch i.e at 'Punjab National Bank, Patna Kankarbagh Branch, Distt. Patna, PIN: 800020, IFSC: PUNB0149900

Notwithstanding anything contained herein

- Our liability under this guarantee shall not exceed Rs.21,62,000.00 (Rupees twenty one lakhs sixty two thousand only).
- 2. This bank guarantee shall be valid upto 13.02.2015; and
- 3. Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before 13.02.2015.

DATE_27.08.2014		SIGNATURE
,		कृते पंजाब नेशनल बैंक औ
WITNESS	•	SEAL SEAL 12618
Section 2015 Service 2015 Control Service 2015 Cont		वरिष्ठ प्रबन्धक / Sr. Manager
		साबा इंसी ई हारूप के जी. मार्ग. नई दिल्ली-1

(A) MAPOS

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

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### WAPCOS LIMITED

(A Govt. of India Undertaking)
PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 31st MARCH, 2011

			and the second s	ACCUMENTAL METALE CONTRACTOR SALES OF SECURIOR	(Rs.In Lakhs)
	SCHEDULE		31/03/2011		31/03/2010
INCOME:				AND AND A CHARACTER STATE OF THE STATE OF TH	14,713,82
Consultancy Income	12		18,061.89		15,500.25
Contract Income	13		17,055.87		409.64
Other Misc. Income	14		567.80	Reportsioned	30,623.71
TOTAL INCOME :		550	35,685.56	planting	30,020.71
EXPENDITURE:			11,334.15		9,073.18
Consultancy Expenses	15		16,354.95		15,026.68
Contract Expenses	. 16		2.069.40		1,649.18
Administrative and General Expenses	17		91.79		78.16
Depreciation	3		185.36		238.09
Doubtful Debts & Advances	18		30,035.65	-	26,065,29
TOTAL EXPENSES :			5,649,91	Buntito	4,558.42
PROFIT FOR THE YEAR			(141.80)		(36.22)
Prior Period adjustments(net):Add/(Less)	19	-	5,508.11	Sunn armin	4,522.20
PROFIT BEFORE TAX			3,300.11		.,,
Provision for Taxation		4 007 66		1,628.99	
- Current Year		1.927.65		(4.84)	
- Earlier Years		(10.78)		( /	
Deferred Tax		(27.18)		(71.44)	
- Current Year	-		1,889.69	(33.60)	1,519.11
- Earlier Years	-	000	1,000.00	(00.00)	
PROFIT AFTER TAX		-	3,618.42	-	3,003.09
			2,000.81		0.00
Balance as per last account		-	5,619.23	-	3,003.09
Balance available for Appropriation		-			
APPROPRIATIONS .			750.00		600.00
Proposed Dividend			121.67		101.97
Dividend Tax			361.84		300.31
Transfer to General Reserve Transfer to CSR Fund			16.38		0.00
1.7.1.7.1.7.1			4,369.34		2,000.81
Carried to Balance sheet			5,619.23		3,003.09
Earning per share			-		
Basic & Diluted (In Rupees) (See Note 21(13)			1,809.21		1,501.5
Significant Accounting Policies	20				
Contingent Liabilities & Notes on Accounts					
Schedule '1' to '21' form an integral part of	the Accounts				

As per our report of even date attached For K.N.Goyal & Co.

Chartered Accountants

For and on behalf of Board of Directors

(A.K. Sehgal)

General Manager(Corp)-cum-CS

(Sunil K. Puri) General Manager(Finance)

(K.N.Goyal) Partner

M.No. 11939

r. A.G. Agarwal) Director

(R.K.Gupta)

Place :Now Dolhl

Chalrman-cum-Managing Director

FRN: 025407N

### WAPCOS LIMITED Statement of Profit & Loss for the year ended 31st March, 2013

			(In ₹ Lacs)
	Note	For the year ended	For the year ended
	No.	31st March, 2013	31st March, 2012
	212	56 724 77	20 426 46
Revenue from operations	2.13	56,724.77	35,436.46
Other income	2.14	2,296.59	2,064.71
Total Revenue		59,021.36	37,501,17
Construction Expenses (Including Material & Equipments)		18,157.95	10,044.30
Changes in Inventory of Work-In-Progress		¥.	300.64
Cost of Services Obtained		15,269.78	6,443.10
Employee Benefits Expense	2.15	9,740.55	7,976.48
Finance Cost		240.05	108,50
Depreciation and Amortization Expense	2.07	129.40	104.10
Other Expenses	2.16	6,484.42	4,510.91
Bad & Doubtful Debts/ Advances		470.78	319.31
Total Expenses		50,492.93	29,807.34
Profit before Exceptional & Extraordinary items and tax	-	8,528.43	7,693.83
Prior Period Items(Net)		(22.03)	(54.17)
Profit before tax		8,506.40	7,639.66
Tax expense:			
(1) Current Tax		2,919.61	2,503.61
(2) Deffered Tax		(145.21)	(12.78)
(2) Earlier year income tax			24.12
		2,774.40	2,514.95
Profit after Tax	-	5,732.00	5,124.71
		3,732.00	J pak Tira
Earnings per equity share: (Refer Note No. 2.26) (in Rupees)			
(1) Basic		716.50	640.59
(2) Diluted		716.50	640.59

For and on behalf of Board Of Directors

As per our Report of even date attached

For K. N. Goyal & Co.,

Chartered Accountants

FRN -001084N

(K. N. Goyal) Partner

M.No.011939

(K.K.Kandwal)

Company Secretary

(Dr.A.G.Agarwal)

Director

(Sunil K.Puri)

Executive Director(Finance)

(R.K.Gupta)

Chairman-cum-Managing Director

Place : New Delhi

Dated: 7

FOI PARASU RAMAN & ASSOCIATES

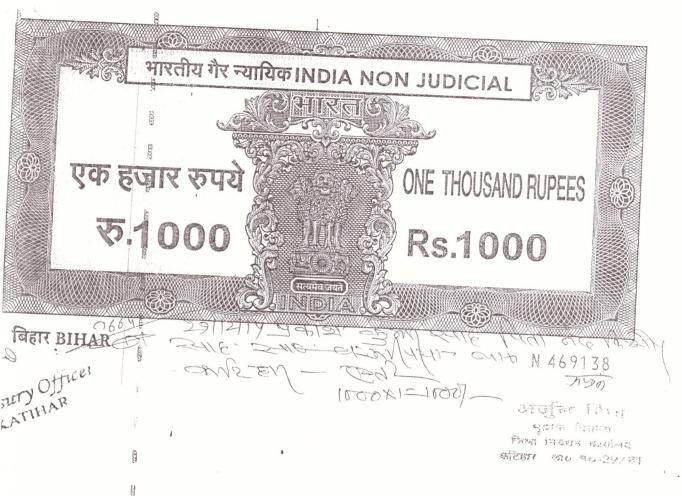
Proprietor M. No.083102

New Delhi. -Chartered Accountant

PARASU RAMAN & ASSOCIATES

FRN: 025407N

DG-11/286-D, Vikas Puri, New Delhi-110018



Name of Work

AGREEMENT No. 656 SBD of

: "Construction of Upgraded Senior Secondary Schools on Panchayat Level in Bihar-Gr. no. USSS-142 (M.S. at Kanta Kosh in the District of

Name of Agency

Prakash Kumar Sah

Date of Commencement

12-08-2014

Time of completion

Fifteen Months .

Estimate Cost

Rs. 1,16,00,810/-

Agreement Value

Rs. 1.16,00,810/- (AT Estimated Cost)

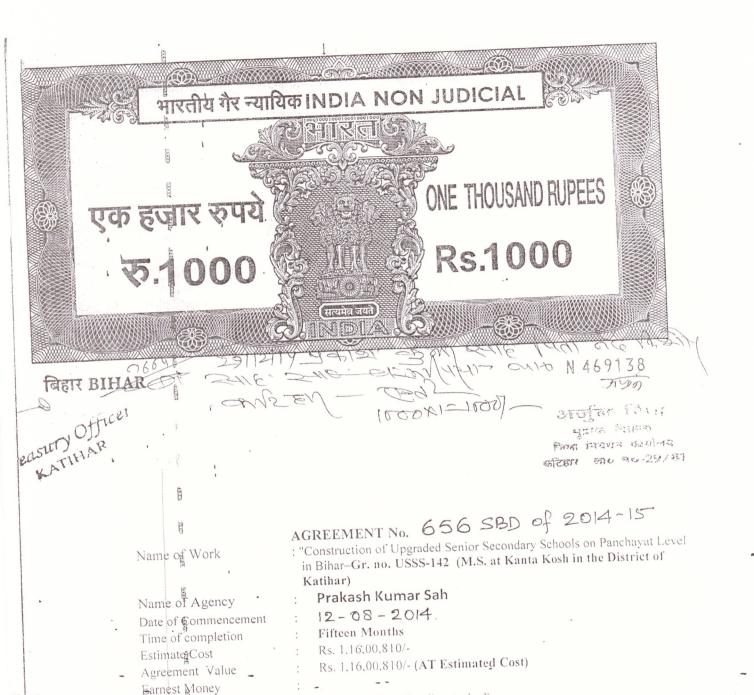
Earnest Money! Performance Security.

Rs. 2,33,000/- (Details attached)

his agreement, made the .29th January .... 2015 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Prakash Kumar Sah, Barmasia North to Jagarnath Mandir, Katihar, Bihar hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Construction of Upgraded Senior Secondary Schools on Panchayat Level in Bihar Group no. USSS-142 hereinafter called "the work" and the Employer has accepted the Bid by the Contractor for the execution of such work and the remedying of any defects therein, at a cost of Rs. 1,16,00,810/- (Rupees One Crore Sixteen Lacs Eight Handred Ten Only.)

· Prakash Kunt Pra Kash Kumsin Sah



Performance Security: Rs. 2.33,000/- (Details attached)

This agreement, made the .29th January ..., 2015 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Prakash Kumar Sah, Barmasia North to Jagarnath Mandir, Katihar, Bihar hereinafter called "the Contractor of the other part".

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Prakash Kung Sad

Shief Engineer B.S.E.I.D.C. Ltd, Patna B.S.E.I.D.C. Ltd, Patna B.S.E.I.D.C. Trd, Patna B.S.E.I.D.C. Tr