

EOI cum RFP

**EXPRESSION OF
INTEREST cum
REQUEST FOR
PROPOSAL FOR
SELECTION OF SERVICE
PROVIDING AGENCY TO
SUPPLY TECHNICAL
MANPOWER
(INDEPENDENT
ENGINEER) FOR
QUALITY MONITORING**

**RURAL WORKS
DEPARTMENT**

GOVERNMENT OF BIHAR

JANUARY 2022

EXPRESSION OF INTEREST
cum
REQUEST FOR PROPOSAL
FOR SELECTION OF SERVICE PROVIDING
AGENCY TO SUPPLY
TECHNICAL MANPOWER
(INDEPENDENT ENGINEER)
FOR
QUALITY MONITORING CELL

SLNO.	PACKAGE	NOS.
1.	Group Package Number -II	36
2.	Group Package Number-III	36

RURAL WORKS DEPARTMENT,
GOVERNMENT OF BIHAR
5th Floor,
Vishweshwaraiya Bhawan, Bailey Road, Patna

DISCLAIMER

1. The information contained in this Expression of Interest cum Request for Proposal document ("EOI cum RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.
2. This EOI cum RFP document is neither an agreement nor an offer by the Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI cum RFP.
3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI cum RFP document and it is not possible for RWD to consider particular needs of each party who reads or uses this EOI cum RFP document. This EOI cum RFP includes statements which reflect various assumptions and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI cum RFP document and obtains independent advice from appropriate sources.
4. RWD will not have any liability to any prospective Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI cum RFP document, any matter deemed to form part of this EOI cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any Bidders or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EOI cum RFP.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any

other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI cum RFP
7. RWD will not be responsible for any delay in receiving the proposals. The issue of this EOI cum RFP does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept / reject any or all of proposals submitted in response to this EOI cum RFP document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI cum RFP Application.
8. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. RWD reserves the right to change / modify / amend any or all provisions of this EOI cum RFP document. Such revisions to the EOI cum RFP amended will be made available on the website of RWD.

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REQUEST FOR PROPOSALS
RFP Number: RWD (QMC)- 01/21-22
Dated-30/03/2022

Section 1. Letter of Invitation

No. RWD (QMC)- 01/21-22,

Dated-30.03.2022

Rural Works Department,
Government of Bihar,
5th Floor, Vishweshwaraiya Bhawan,
Bailey Road, Patna

Dear Mr./Ms.:

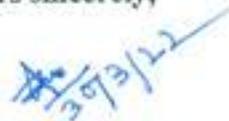
1. Rural Works Department (hereinafter referred as RWD unless the context otherwise requires), Patna invites RFP from registered firms/agencies for Supply of Technical Manpower (Independent Engineers) for the Quality Monitoring Cell in Bihar established to undertake the responsibility of 2nd tier quality control mechanism for all the projects under state scheme. The Package wise details are as follows:

Sl. No	Group Package Number	No. of IE's
1.	Group Package Number -II	36
2.	Group Package Number-III	36

2. Interested firms/agencies may participate in the bidding process by submitting their Tender/Proposals in two envelope one "Pre-Qualification" and second for " Technical Bid", contained in a single big size envelope, duly sealed and super scribed as "EOI cum **RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineer) for Quality Monitoring Cell**" addressed to The Engineer -in -Chief, Rural Works Department, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road Patna-800001.
3. The details and conditions for qualification of bidders, for bid submission and selection of agency (i.es), and roles & responsibilities of the agency (i.es) are indicated in the Bidding Documents. The Bid Document can be downloaded free of cost and no tender fee is charged for this purpose from www.rwdbihar.gov.in between 07/04/2022 to 29/04/2022.

4. The sealed Tender(s)/ Proposal(s) should reach the office of undersigned on or before 29/04/2022 by 3:00 P.M. through Courier/Registered Post/Speed post/by Hand Delivery only.
5. Conditional tender/incomplete tender or tenders received after the due time and date shall not be entertained in any circumstances.
6. RWD reserves right to cancel or postpone or to modify any of term and condition of the tender at any stage without assigning any reason at its own discretion.
7. RWD will not be responsible for any delay or transit loss or late delivery of bids. Bids sent through Email or submitted in unsealed cover(s) will not be accepted and such bids will be treated as non-responsive bids.
8. A firm will be selected under Least-Cost Selection [LCS] Time based, and procedures described in this RFP.
9. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Bidder (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
10. Please inform us in writing at the following address, upon receipt:
 - (a). that you received the Letter of Invitation; and
 - (b). whether you will submit a proposal alone.

Yours sincerely,



Engineer-in-Chief, RWD,
5th Floor, Vishweshwaraiya Bhawan,
Bailey Road, Patna

SECTION-2

Instructions to Bidder including Bid Data Sheet

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Section-2

Instructions to Bidders and Data Sheet

A. General Provisions

Definition:

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- (b) "Applicable Guidelines" means the policies of the Client governing the selection and Contract award process as set forth in this EOI cum RFP.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the selected Bidder.
- (e) "Bidder" means a legally established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) "Data Sheet" means an integral part of the Instructions to Bidders (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) "Day" means a calendar day.
- (i) "Government" means the government of the Client's country.
- (j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the client to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) "ITC" (this Section 2 of the EOI cum RFP) means the Instructions to Bidders that provides the shortlisted Bidders with all information needed to prepare their Proposals.

- (l) "LOI" (this Section 1 of the EOI cum RFP) means the Letter of Invitation being sent by the Client to the shortlisted Bidders.
- (m) "Proposal" means the Prequalification, Technical and the Financial Proposal of the Bidder.
- (n) "EOI cum RFP" means the Expression of Interest cum Request for Proposals to be prepared by the Client for the selection of Bidders, based on the EOI cum RFP.
- (o) "Services" means the work to be performed by the Bidder pursuant to the Contract.
- (p) "TORs" (this Section 7 of the EOI cum RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the **Data Sheet** intends to select a Bidder in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The interested Bidders are invited to submit a Prequalification, Technical and a Financial Proposal, as specified in the **Data Sheet**, for services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 1.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Bidders' expense.
- 1.4 The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data required for the preparation of the Bidder's Proposal as specified in the **Data Sheet**.

2. Conflict of Interest

- 2.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Client.
 - 2.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth

below:

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| a) Conflicting Activities | 2.2.2 (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. |
| b) Conflicting Assignment | 2.2.3 (ii) Conflict among consulting assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client. |
| c) Conflicting Relationship | 2.2.4 (iii) Relationship with the Client's staff: a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract. |
| 3. Unfair Competitive advantage | 3.1 Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Bidders together with this EOI cum RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders. |
| 4. Corrupt and Fraudulent Practices | 4.1 The client requires compliance with its policy in regard to corrupt and fraudulent practices.
4.2 In further pursuance of this policy, Bidders shall permit and shall cause |

their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

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| 5. Eligibility | 5.1 | The Client permits Bidders (individuals and firms, including Joint Ventures and their individual members) from all countries to offer services for projects being undertaken by Client. |
| | 5.2 | Furthermore, it is the Bidder's responsibility to ensure that its Experts, joint venture members, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Applicable Guidelines. |
| | 5.3 | As an exception to the foregoing Clauses 5.1 and 5.2 above: |
| a) Conflicting Activities | 5.3.1 | A firm or an individual sanctioned by the client in accordance with the above Clause 4.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a contract, or to benefit from a contract, financially or otherwise, during such period of time as the client shall determine. |

B. Preparation of Proposals

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| 6. General Consideration | 6.1 | In preparing the Proposal, the Bidder is expected to examine the EOI cum RFP in detail. Material deficiencies in providing the information requested in the EOI cum RFP may result in rejection of the Proposal. |
| 7. Cost of preparation of Proposal | | The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder. |
| 8. Language | 8.1 | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the language(s) specified in the Data Sheet . |
| 9. Documents comprising the | 9.1 | The Proposal shall comprise the documents and forms listed in the Data Sheet . |

- 9.2 If specified in the **Data Sheet**, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
10. Only one Proposal 10.1 **Shortlisted SPA can bid for all the packages, but work will be allotted for only 1 (one) Package.** Bid finalization shall be carried out package wise in chronological order. Once an SPA is allotted any package, his corresponding financial bid will not be considered to be opened for subsequent packages. The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
11. Proposal Validity 11.1 **The Data Sheet** indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.
11.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Experts, the proposed rates and the total price.
- a) Extension of validity period 11.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity
11.4 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
11.5 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b) Substitution of Personnel 11.6 If the Bidder fails to provide a replacement Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Client's no objection.
- (c) Subcontracting 11.7 The Bidder is not allowed for subcontracting the Services.
12. Clarification and amendment of EOI cum RFP 12.1 The Bidder may request a clarification of any part of the EOI cum RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Bidders. Should the Client deem it necessary to amend the EOI cum RFP as a result of a clarification, it shall do so following the procedure described below:

submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the EOI cum RFP

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| 15. Financial Proposal | 15.1 | The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the EOI cum RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts, (b) consultancy charges indicated in the Data Sheet |
| a) Price Adjustment | 15.2 | For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet . |
| b) Taxes | 15.3 | The Bidder is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client's country is provided in the Data Sheet . |
| c) Currency of Proposal | 15.4 | The Bidder may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency |
| d) Currency of Payment | 15.5 | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |

C. Submissions, Opening and Evaluation

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| 16. Submission, sealing and marking of proposals | 16.1 | The original proposal (Pre-Qualification Proposal, Technical Proposal and Financial Proposal;) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Pre-Qualification, Technical and Financial Proposals should respectively be in the formats FORM PQ-1 and TECH-1 of Section 3, and FIN-1 of Section 4 |
| | 16.2 | An authorized representative of the Bidders shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Pre-Qualification, Technical and Financial Proposals shall be marked "ORIGINAL". |
| | 16.2.1 | In case of a Joint Venture, submission letters shall be signed by all members so as to be legally binding on all members, or by an authorized representative who |

- 12.1.1 At any time before the proposal submission deadline, the Client may amend the EOI cum RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Bidders and will be binding on them. The shortlisted Bidders shall acknowledge receipt of all amendments in writing.
- 12.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Bidders reasonable time to take an amendment into account in their Proposals.
- 12.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
13. Preparation of proposal
- 13.1 While preparing the Proposal, the Bidder must give particular attention to the following:
- 13.1.1 If a Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in the form of a Joint Venture, it may do so with either (a) non-shortlisted Bidder(s), or (b) shortlisted Bidders if permitted in the **Data Sheet**. In all such cases a shortlisted Bidder must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Bidder shall be a lead member. If shortlisted Bidders associate with each other, any of them can be a lead member.
- 13.1.2 The Client may indicate in the **Data Sheet** the estimated Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Bidder's own estimates for the same.
- 13.1.3 If stated in the **Data Sheet**, the Bidder shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
14. Technical Proposal Format and content
- 14.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive
- 14.2 Depending on the nature of the assignment, the Bidder is required to

has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall accompany the Technical Proposal.

- 16.3 The Pre-Qualification & Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate and should be hard bound. The proposals received without hard bound shall not be evaluated and shall be considered non-responsive. The Proposals shall be sent to the addresses referred to in Clause 17.5 and in the number of copies indicated in the Data Sheet. All required copies of the Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Proposal, the original governs.

16.3.1 The Proposals addressed to the Client as mentioned in the Data Sheet shall be submitted in three separate sealed covers (with respective marking in bold letters) following the formats/schedules given for respective proposal.

16.3.2 The first cover marked "Pre-Qualification Proposal" in one separate envelope, viz., Cover-I must be sealed properly and clearly marked with the Title of the Services as mentioned in the Data Sheet. This cover should contain the following documents:

16.3.2.1 Pre-Qualification Proposal

- PQ-1: Pre-Qualification Proposal Submission Form
- PQ-2: Particulars of the Applicant
- PQ-3: Power of Attorney for Signing of Proposal
- PQ-4: Format for Letter of Association
- PQ-5: Minimum Eligibility Experience
- PQ-6: Financial Capacity of Applicant

▪ **Earnest Money Deposit (EMD / Bid Security)**

1. The bidders shall submit, as part of its pre-qualification bid proposal, an EMD of amount INR 8,00,000 only (Rupees Eight Lakh only) in the shape of Bank Guarantee or Demand Draft issued by any Scheduled Bank drawn/pledged



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in favour of "Additional Chief Executive Officer cum Secretary, BRRDA" payable at Patna

2. The Bank Guarantee shall be in the format as per provided in the RFP. Bank Guarantee shall remain valid for 90 days beyond the validity period for the bid and will be extended accordingly by the bidder as and when requested by RWD. All bank charges shall be borne by the bidder.
3. Offers of the firms submitted without EMD / for a shorter period/lesser amount as demanded will summarily rejected.
4. EMD of the selected agencies will be returned, without any interest, upon signing of the agreement and furnishing the Performance Security Deposit in form of Bank Guarantee in accordance with the provisions of this RFP.
5. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.
6. The Bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the RWD will not suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period.
7. EMD shall be forfeited and appropriated by the RWD hereunder or otherwise, under the

following conditions:

- i. If a Bidder withdraws its bid, during the period of bid validity as specified in this RFP and as extended by the RWD from time to time
- ii. If the technically qualified bidder fails:
 - a. To sign the Agreement and/or
 - b. To furnish the Performance Security Deposit within the period prescribed
- iii. Technically qualified Bidders shall ensure the EMD remains valid till signing of Agreement. In case, the EMD bank draft is expiring before signing of the agreement, Bidders may be asked to replace it with a fresh Bank Draft of the same value.

16.3.3 The second cover marked "Technical Proposal" in a separate envelope, viz., Cover-2 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the Data Sheet. This cover should contain the following documents:

16.3.3.1 Technical Proposal

- TECH-1: Technical Proposal Submission Form
- TECH-2: Bidder's Organization and Experience
- TECH-3: Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
- TECH-4: Description of the Approach, Methodology, and Work Plan for Performing the Assignment
- TECH-5: Work Schedule and Planning for Deliverables

16.3.4 The Applicant shall prepare two copies of the Pre-Qualification and Technical proposal (one clearly marked as "ORIGINAL" and the other as "COPY") to be submitted to the Client along with soft copy (CD/DVD/Pen drive) of the Technical Proposal.

16.3.5 The Proposal and its copy shall be typed or written in indelible ink, hard bound and signed by the authorized



signatory of the Applicant who shall initial each page, in blue ink. Each page of the proposal should be numbered serially given an index of submissions. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- By a partner, in case of a partnership firm and/or a limited liability partnership; or
- By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company or a Corporation; or
- By the Authorised Representative of the Lead Member, in case of Consortium; or
- By a person authorized through a General or Specific Board Resolution for signing proposals; Certified True Copy of such resolution in the hands of a Director of the Company shall be submitted for this purpose.

16.3.6 The Third cover marked "Financial Proposal" in another separate envelope, viz., Cover-3 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the Data Sheet. This cover should contain the contents as below:

16.3.6.1 Financial Proposal

- FIN-1: Financial Proposal Submission Form
- FIN-2: Summary of Costs

16.3.6.2 Applicants shall submit the financial proposal in the proposed formats clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the case of discrepancy between figures and words in the financial proposal, the lower of the two shall be considered.

16.3.6.3 While submitting the Financial Proposal, the Applicant shall ensure the following:

- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel

(field and office etc.) and reimbursable component as mentioned in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- Costs shall be expressed in INR.

- 16.3.7 The sealed envelopes Cover 1, 2 and 3 should again be placed in a separate sealed outer envelope, which shall be clearly marked with the Title of the Consultancy Services, as mentioned in the Data Sheet, RFP No., name and address of the applicant, and proposal submission date and received as per the timeline mentioned in Data Sheet and addressed to the Official mentioned in Data Sheet. It shall bear on top, the following: "Do not open, except in presence of the Authorised Person of the Client".
- 16.3.8 If the envelope is not sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant. Client may also choose not to open the envelop and return the same treating as "Not Qualified".
- 16.3.9 The Applicants are advised in their own interest to ensure that completed Proposals reaches the office of Client at the address mentioned well before the dates stipulated in the document.
- 16.3.10 Proposals submitted through Speed post/ Courier/ Hand delivered shall be accepted. Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected. Proposals received after the date and time stipulated in this RFP shall not be considered and shall be summarily rejected. Any proposal received after the closing time for submission of proposals shall be returned unopened. The Client shall not be responsible for

delayed receipt of Proposals.

16.3.11 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- The Technical Proposal is received in the forms specified in this RFP
- It is received by the Proposal Due Date including any extension there of pursuant to as mentioned in data sheet.
- it is signed, sealed, bound in hard.
- It is accompanied by the Power of Attorney.
- It contains all the information (complete in all respects) as requested in the RFP;

16.3.12 The Pre-Qualification Proposal will be opened by the Authorized Representative first immediately after the deadline for their submission, the eligibility of Applicants will be verified based on the eligibility information mentioned in Data Sheet and provided by the Applicants as per the formats given in this RFP. Subsequently the Technical Proposal of only those applicants found eligible and satisfying the minimum eligibility criteria shall be evaluated and scored based on the marking criteria mentioned Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored. It may be noted that the Financial Proposal shall be opened in the presence of the shortlisted Applicants Representative who choose to attend.

17. Confidentiality

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 17.2 Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.

- 17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
18. Opening of Technical Proposal
- 18.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Bidders' (Shortlisted at Pre-Qualification Stage) authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent client until they are opened in accordance with Clause 23 of the ITC.
- 18.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
19. Proposal Evaluation
- 19.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the Client issues its "no objection", if applicable.
- 19.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
20. Evaluation of Technical Proposal
- 20.1 The Client's evaluation committee shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference and the EOI cum RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI cum RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
21. Opening of Financial Proposal (LCS Only)
- 21.1 After the technical evaluation is completed the Client shall notify those Bidders whose Proposals were considered non-responsive to the EOI cum RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Bidder's overall technical score, as well as scores obtained

for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Bidder's choice.

- 21.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Bidders whose proposals have passed the minimum technical score. At the opening, the names of the Bidders, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Proposals and to the Client.

22. Correction of errors

- 22.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a) Time Based

- 22.1.1 If a Time-Based contract form is included in the EOI cum RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost

b) Taxes

- 22.2 The Client's evaluation of the Bidder's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with

the instructions in the **Data Sheet**.

22.3 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

c) Combined Evaluation 22.4 In the case of Least-Cost Selection (LCS), the Client will select the Bidder with the lowest evaluated total price among those Bidders that achieved the minimum technical score, and invite such Bidder to negotiate the Contract.

D. Negotiations and Award

23. Negotiation 23.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

23.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.

a) Availability of Personnel 23.3 The invited Bidder shall confirm the availability of all proposed personnel's as per the requirement included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Personnel's availability may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

23.4 Notwithstanding the above, the substitution of personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b) Technical Negotiation 23.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

(c) Financial Negotiation 23.6 The negotiations include the clarification of the Bidder's tax liability in the Client's country and how it should be reflected in the Contract.

23.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum

contract shall not be negotiated

- 23.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Bidders in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Client.

24. Conclusion of Negotiation

- 24.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Bidder's authorized representative.
- 24.2 If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the Bidder of the reasons for doing so. After having obtained the Govt's no objection, the Client will invite the next-ranked Bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

25. Award of Contract

- 25.1 After completing the negotiations, the Client shall obtain the Govt's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Bidders.
- 25.2 The Bidder is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants (ITC)

E. Data Sheet

A. General		
S. No.	ITC Clause Reference	
1	1.1	<p>Name of the Client: Engineer-in-Chief, Rural Works Department, Government of Bihar</p> <p>Method of selection: Least Cost Based Selection (LCS)</p>
2	1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Selection of service providing agency to supply Technical manpower (Independent Engineers) for Quality monitoring cell in Rural Works Department, Govt. of Bihar.</p>
3	1.3	<p>A pre-proposal conference will be held: Yes</p> <p>Venue: Conference Hall, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800001 on 18/04/2022 at 03:00PM.</p> <p>Note : In case of Covid 19 situation, the pre-proposal conference may not be held physically, and the queries of the bidder shall be addressed through E-Mail.</p>
4	1.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: see TOR in details.
B. Preparation of Proposals		
5	8.1	<p>This EOI cum RFP has been issued in the English language.</p> <p>Proposal shall be submitted in English.</p> <p>All correspondence exchange shall be in English language.</p>

Handwritten signature

Handwritten signature

6	9.1	<p>The Proposal shall comprise the following:</p> <p><u>FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Qualification Proposal:</p> <ol style="list-style-type: none"> (1) PQ-1 (2) PQ-2 (3) PQ-3 (4) PQ-4 (5) PQ-5 (6) PQ-6 <p>2nd Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>3rd Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Statement of Undertaking (if required under Data Sheet 9.2 below)</p>
7	9.2	Statement of Undertaking is required : Yes
8	10.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No
9	11.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
10	11.3	Consultants will be notified about the validity extensions – by email.
11	12.1	<p>Clarifications may be requested no later than 15 (fifteen) days prior to the submission deadline.</p> <p>The address for requesting clarifications is enrwd@gmail.com</p>

		Clarifications sent through any other medium shall not be accepted.
12	13.1.2	Estimated input of personnel per package – 24 * 36 = 864
13	14.1	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the EOI cum RFP requirements.
14	15.2	A price adjustment provision applies to remuneration rates: Applicable
15	15.3	Information on the Consultant's tax obligations in the Client's country can be found in service tax and income tax act of India (Taxes shall be indicated separately in the financial proposal).
16	15.5	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. Financial Proposal should state local costs in the Client's country currency (local currency): Yes
		C. Submission, Opening and Evaluation
17	16.3	The Consultants "shall" submit their Proposals in Hard copy only (electronic submission not acceptable).
18	16.3	Consultant must submit the original and one copy of the Pre-Qualification Proposal, Technical Proposal, and the original of the Financial Proposal
19	16.3.9	The Proposal submission address is: The Engineer-in-Chief Rural Works Department 5 th Floor, Vishweshwaraiya Bhawan Bailey Road Patna-800001 The Proposals must be submitted no later than:

		Date: [29/04/2022] Time: 15:00 hrs (Local Time)									
	16.3.12	Opening of Pre-Qualification Proposal will be conducted at the following Address : The Engineer-in-Chief Rural Works Department 5 th Floor, Vishweshwaraiya Bhawan Bailey Road Patna-800001 The Proposals must be submitted no later than: Date: [29/04/2022] Time: 15:30 hrs (Local Time)									
20	18.1	Opening of the Technical Proposals will be conducted at the following Address: The proposals found to be responsive at Pre-Qualification stage shall be opened in the presence of the representatives of the responsive bidders. The Date and time of opening of technical Proposal shall be intimated to the responsive bidders through E-Mail									
21	20.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Proposal: 1st Pre-Qualification Proposal: The Shortlisting criteria will be as follows: <table border="1"> <thead> <tr> <th>S. No</th><th>Pre-qualification requirement</th><th>Documentary Evidence required</th></tr> </thead> <tbody> <tr> <td>1</td><td>Earnest Money Deposit</td><td>Bank Draft (or Bank Guarantee as per format in RFP) of Rs 8,00,000 (Rs Eight Lakh only) in favour of "Additional Chief Executive Officer cum Secretary, BRRDA" payable at Patna.</td></tr> <tr> <td>2</td><td>The bidder should be registered in India under the Indian Companies Act 1956 or a registered Partnership Firm or</td><td>Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.</td></tr> </tbody> </table>	S. No	Pre-qualification requirement	Documentary Evidence required	1	Earnest Money Deposit	Bank Draft (or Bank Guarantee as per format in RFP) of Rs 8,00,000 (Rs Eight Lakh only) in favour of "Additional Chief Executive Officer cum Secretary, BRRDA" payable at Patna.	2	The bidder should be registered in India under the Indian Companies Act 1956 or a registered Partnership Firm or	Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.
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1	Earnest Money Deposit	Bank Draft (or Bank Guarantee as per format in RFP) of Rs 8,00,000 (Rs Eight Lakh only) in favour of "Additional Chief Executive Officer cum Secretary, BRRDA" payable at Patna.									
2	The bidder should be registered in India under the Indian Companies Act 1956 or a registered Partnership Firm or	Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.									

	positions.	
6.	Details of Authorized Signatory.	Certified copy of the extract of the resolution of their Board, authorizing an official or officials of the company or a copy of Power of Attorney copy to submit bid(s), discuss, sign agreements /agreements with RWD.
7.	The agency must not be blacklisted/ debarred/ terminated having non-performance at any department or government offices where the agency has provided services.	Affidavit to Notary public

Note: The Pre-Qualification Proposal should contain sufficient supporting documents to substantiate the claim of the consultant towards their qualification as per the short- listing criteria.

2. The Technical Proposal

The following table lists down the evaluation criteria and the associated marks allotted and criteria- wise cut-off marks for qualification that would be used in technical evaluations of the proposals. Technical Bids, which do not qualify the criteria wise cut-off marks, would be rejected.

S. No	Technical Evaluation Criteria / Definition	Maximum Marks
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			a registered Limited Liability Partnership firm (LLP) and should be operational in India for a minimum period of 5 years within last 7 years	
		3	The bidder should have minimum annual turnover of Rupees 15 Crores from Recruitment* during each of the last three declared financial years. (FY 2018-19, 2019-20, 2020-21)	Copy of audited financial results for last three declared financial years of recruitment revenue is to be attached, certified by the auditor.
		4	The bidder should be registered with relevant authorities required for its conduct of business.	Copy of the following documents to be submitted by the bidder: <ul style="list-style-type: none"> • PAN • GST Registration • E.P.F. Registration and/or • E.S.I. Registration
		5	The bidder should be in the line of business of Recruitment* for minimum period of 5 Years *The bidder should possess experience of providing recruitment services (in India) for equivalent similar	Copy of Work Order / Copy of Agreement / Copy of Payment order / Copy of Engagement Letter (clearly establishing nature and period of work undertaken in each 5 years)

		1	<ul style="list-style-type: none"> • Experience of the bidder in the line of business for providing recruitment services in India for minimum 5 years. <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached. • Copy of Work Order/ Copy of Payment order/ Engagement Letter along with Financial Statements (P&L statement, Income Tax return/ Service Tax Return / GST Return) for the years in operation, certified by Auditor. 	20
		2	<ul style="list-style-type: none"> • Experience of the bidder in the line of business of providing recruitment services for positions in the Government / PSU / Development and related sector (Multi- lateral, Bi-lateral funding agencies etc.); irrespective of total experience of the bidder irrespective of no. of year. • For each year 10 marks upto a maximum of 30 marks <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of Work Order / Copy of Agreement / Copy of Payment order/ Copy of Engagement Letter (clearly establishing nature and period of work undertaken in each year) 	30

		3	Business generated by the bidder from recruitment (Average of last 3 financial years 2018-19, 2019-20, 2020-21 (Maximum of total 15 marks)		15	
			₹ 5 crore - Up to ₹ 10 crore: 5 Marks			
			> ₹10 crore - Up to ₹ 15 crore: 10 Marks			
			> ₹15 crore - 15 Marks			
		4	Proposed Approach & Methodology- Understanding of the assignment and proposed approach & Methodology and their applicability to meet assignment's objectives. - (Total 10 marks) <ul style="list-style-type: none">On the basis of Personnel's to be provided, submit Work plan and understanding of the assignment		20	
		5	Team Presentation Quality of Technical Presentation (Maximum 13 Marks) Ability to respond to queries (Maximum 2 Marks)		15	
		Total			100	
		The minimum technical score (St) required to pass is: 70				
		22	21.1	The date, time and place for opening of the financial proposal will be communicated to bidders through email.		
		23	21.2	Bidders can witness of opening financial proposals, if they wish so.		
24	22.2	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional				

		local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
25	22.3	The single currency for the conversion of all prices expressed in various currencies into a single one is Indian Rupee (INR)
26	22.4 (LCS only)	Least-Cost Selection (LCS), the Client will select the Bidder with the lowest evaluated total price among those Bidders that achieved the minimum technical score, and invite such Bidder to negotiate the Contract.
D. Negotiations and Award		
27	23.1	Expected date and address for contract negotiations, if any: Date: To be intimated Address: The Engineer-in-Chief Rural Works Department 5 th Floor, Vishweshwaraiya Bhawan Bailey Road Patna-800001
28	25.2	Expected date for the commencement of the Services: July , 2022

Section- 3
Pre-Qualification Proposal – Standard Forms

FORM PQ -1: Pre-Qualification Proposal Submission Form

[On the Letter head of the Applicant (Lead Member of Consortium)]

Ref No:

Date:

To

The Engineer-in-Chief
Rural Works Department
5th Floor, Vishweshwaraiya Bhawan
Bailey Road
Patna-800001

Subject: Submission of Pre-Qualification Proposal in response to your RFP for "Selection of service providing agency to supply Technical manpower (Independent Engineers) for Quality monitoring cell in Rural Works Department, Govt. of Bihar."

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification proposal for Selection for "Selection of service providing agency to supply Technical manpower (Independent Engineers) for Quality monitoring cell in Rural Works Department, Govt. of Bihar." The Proposal is unconditional.
2. We are submitting our Proposal as [sole applicant/Consortium] [with] [insert a list with full name and address of other member of consortium].
3. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
4. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form PQ-3.
5. I/We agree to keep this offer valid for 120 (One Twenty) days from the PDD specified in the RFP.
6. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
7. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

8. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
9. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with the terms of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.
12. I/We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
13. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our affiliates.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.
15. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.



16. In the event of my/ our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with conditions of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. The Technical and Financial Proposals are being submitted in separate covers. This Pre-Qualification Proposal read with the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
18. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

FORM PQ - 2: Particulars of the Applicant*(On the Letterhead of the Applicant)*

1.	State whether applying as Sole Applicant or Lead Member of a consortium;
	<p>State the following-</p> <p>Name of Sole Applicant/Lead Member of Consortium :</p> <p>Legal status :</p> <p>Country of incorporation :</p> <p>Registered address :</p> <p>Year of Incorporation :</p> <p>Year of commencement of business :</p> <p>Principal place of business :</p> <p>Name, designation, address and phone numbers of authorized signatory of Sole Applicant/Lead Member of Consortium</p> <p>Name :</p> <p>Designation Company :</p> <p>Address Phone No. Fax No. E-mail address :</p> <p>Name, designation, address and phone numbers of Key Contact Person of the Sole Applicant/Lead Member of Consortium</p> <p>Name :</p> <p>Designation Company :</p> <p>Address Phone No. Fax No. E-mail address :</p>



If the Applicant is a consortium, state the following for each of the other Member Firm:

- a) Name of the Firm
- b) Legal Status and country of incorporation.
- c) Registered address and principal place of business
- d) Name of key Contact Person
- e) Address
- f) Phone No.
- g) E Mail Address

For the Applicant, (in case of a consortium, for each Member), state the following information:

- i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No

If so, provide the office address (es) in India.

- Has the Applicant or any of its associates been ever blacklisted /debarred/terminated/ declared having dissatisfactory performance with any state/central government organization/PSU Organization/bilateral/multilateral funding agencies.

Yes/No.

If answer to the above questions is yes, the Applicant is not eligible for this consultancy assignment

(Signature, name and designation of the authorized signatory) For and on
behalf of

*Incorporation Certificate/Certificate of Registration of Sole Applicant/all members of Consortium as the case may be,
to be enclosed.*

FORM PQ - 3: Power of Attorney for Signing of Proposal

Know all men by these presents, we..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at....., who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant including but not limited to signing and submission of all applications, Proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the **Rural Works Department, GoB**, representing us in all matters before the **Rural Works Department, GoB**, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the **Rural Works Department, GoB** in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Contract with **Rural Works Department, GoB**

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF 2020.

For

(Signature, name, designation and address)

Witnesses:

1.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Notes to Power of Attorney:

- I. *To be executed by the Lead Member in case of a Consortium.*
- II. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- III. *The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*
- IV. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- V. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostle certificate.*
- VI. *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the Appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORM PQ - 4: Format for Letter of Association

I. *(To be forwarded on the letter head of the Consortium Partner)*

Ref. No.:

Date:

To

The Engineer-in-Chief
Rural Works Department
5th Floor, Vishweshwaraiya Bhawan
Bailey Road
Patna-800001

Subject: Submission of Pre-Qualification Proposal in response to your RFP for "Selection of service providing agency to supply Technical manpower (Independent Engineers) for Quality monitoring cell in Rural Works Department, Govt. of Bihar."

Dear Sir,

We, the undersigned, are pleased to associate with << Name and Address of Lead Member>> for the subject assignment.

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that << Name and Designation of Authorised signatory of Lead Member>> shall act as our representative/ shall act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

We hereby, undertake to be associated for the entire duration of the assignment, and shall be jointly and severally responsible for the execution of this assignment, if selected.

Thanking You,

Yours Faithfully,

(Signature, name, designation and address, email address of authorised signatory of consortium Member)

FORM PQ-5: MINIMUM ELIGIBILITY EXPERIENCE

1. Outline of Similar Project Experience:

Sl. No.	Assignment Name	Client Name	Location	Project Fees (Rs. In Lacs)	Total Project Cost (Rs. In Lacs)	Date of Commencement	Date of Completion	Proof Attached

Kindly attach Project Description Sheet (PDS) as per format given in FORM TECH-3 and Relevant Proofs (For completed Projects - Completion Certificate, For Ongoing Projects - Work Order/LOA/Agreement Copy/Engagement Letter Certificate with Work in Process (WIP) certificate from the client/employer or proof of Fee received certificate from its Statutory Auditor certifying the percentage of fee received for each of the above mentioned projects.

hi

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FORM PQ-6: FINANCIAL CAPACITY OF APPLICANT

(To be enclosed by the Sole Applicant or Lead Member of the Applicant^S)

Year	2018-18	2019-20	2020-21	Average
Rupees in Lacs				
Revenue from Recruitment services#				
Net Worth#				
<p style="text-align: center;">Certificate from the Statutory Auditor</p> <p>This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of Revenue from Advisory Services/Consultancy fees.</p>				

Name of the audit firm:
Seal of the audit firm

Date:

(Signature, name and designation of the Authorized signatory)

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

S Applicant to enclose Audited Balance Sheet and Profit & Loss account for last 3 years

Technical Proposal - Standard Forms

CHECKLIST OF REQUIRED FORMS

Required for FTP (✓)		FORM	DESCRIPTION	Page
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
"✓" If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
"✓" If applicable		Power of Attorney	No pre-set format/ form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member and a power of attorney for the representative of the lead member to represent all JV members.	
✓		TECH-2	Firm's Organization and Experience	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Firm's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH- 1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To

The Engineer-in-Chief
Rural Works Department
5th Floor, Vishweshwaraiya Bhawan
Bailey Road
Patna-800001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for "Selection of service providing agency to supply Technical manpower (Independent Engineers) for Quality monitoring cell in Rural Works Department, Govt. of Bihar" in accordance with your Request for Proposals dated {Insert Date} and our Proposal, {Select appropriate wording depending on the selection method stated in the EOJ CUM RFP: "We are hereby submitting our Proposal, which includes Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."}

{If the firm is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the firm's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/ or may be sanctioned by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

- (c) We have no conflict of interest in accordance with ITC.
- (d) We meet the eligibility requirements as stated in data sheet, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Client or a debarment imposed by the Client in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Client and other departments.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client./
- (g) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed financial proposal. We accept that the substitution of Key Experts for reasons other than those stated in ITC may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name of firm (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

Firms's ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the firm's organization and an outline of the recent experience of the firm that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Firm's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Firm's Experience

1. List only previous similar assignments in the last /5/ years.
2. List only those assignments for which the firm was legally contracted by the Client as a company or was one of the joint venture partners. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
3. Past experience of similar engagements in the roads sector in Bihar will have added advantage

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent) Amount paid to your firm	Role on the Assignment

FORM **TECH-3** (FOR FULL TECHNICAL PROPOSAL)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART, STAFF, AND
FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A – On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



FORM TECH-4

Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference.

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and proposed staffing as per the Terms of Reference.

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

- a) Technical Approach and Methodology {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the approach, and the methodology you would adopt in deploying the personnel's to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TORs in here.}
- b) Work Plan {Please outline the deployment plan}
- c) Organization and Staffing {Please describe the structure and composition of your organisation, including the list of the Key professional, Non-Key professional and relevant technical and administrative support staff.}

Section 4

Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted SPA for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions given in ITC. Such Forms are to be used whichever is the selection method indicated in Data Sheet.

Form FIN-1 : Financial Proposal Submission Form

Form FIN-2 : Breakdown of Costs

Form FIN-1: Financial Proposal Submission Form

[Location, Date] To:

[Name and address of Client]

Dear Sirs:

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

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

Name & Address of SPA	Package No.	Total Amount and Currency

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

Yours sincerely,

Authorized Signature [In full and initials]:-

Name and Title of Signatory:

Name of Firm:

Address:

12/3

An

Form FIN-2:

Break Down of Cost

SL No.	Package	Total Number of IE	Remuneration/IE @ Rs 45000.00 per month for a duration of 24 months (A)	% Consultancy Charges (B= % of A)	Total (A+B)
1.	II	36	$36 \times 45000.00 \times 24 = 38,880,000.00$		
2.	III	36	$36 \times 45000.00 \times 24 = 38,880,000.00$		
Total Amount (In Words):					

Note:

- I. Travel , Lodging and Communication expenses are included in the remuneration component of Independent Engineers
- II. Each IE should have phone with hardware configuration that supports the relevant software.
- III. Each IE should have Motor Bike with valid Driving License to commute for Quality Inspections at Site. The fuel allowance is included in the remuneration cost.
- IV. GST/Applicable taxes shall be paid extra on submission of required documents.
- V. The SPA shall produce documentary evidence such as bank statement so as to guarantee that the amount as committed by the SPA through the financial quote to be paid to the IE is actually paid to the IE's. In the absence of documentary evidence, SPA shall not be paid for the month against such IE.
- VI. The no. of IE's shall be deployed depending upon the requirement of the department in multiple tranches.

Terms of Reference

Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineer) for Quality Monitoring Cell

1. Background

Rural Works Department over the years developed into a big and prestigious works organization of the state Government of Bihar entrusted with the ambitious responsibility of connecting about 1 lac rural habitations with populations 250 and above. This entails construction of over 1.10 Lac Km of rural roads under the centrally sponsored scheme of Pradhan Mantri Gram Sadak Yojana (PMGSY) and state sponsored Mukhya Mantri Gram Sampark Yojana (MMGSY) along with a few more state schemes. In the last 10 years, the department has constructed about 90348 Km length of rural road sections and plans to construct another 34008 Km of road length including about 16959 Km under construction.

Apart from the above, the Rural Works Department has launched ambitious Bihar Rural Roads Maintenance policy 2018 which is universal in nature and intends to cover about 44600 km as per the ageing analysis carried out and will take care of all such roads which have crossed mandatory inbuilt 5 year routine maintenance included in the original contract.

The rural roads are built up according to standards and specifications led down by Ministry of Rural Development (MoRD), Government of India in consultation with Indian Road Congress (IRC). From the design stage to construction and maintenance stage, the roads have to confirm to rigorous specifications in terms of geometrics, construction materials, technical standards and the whole gamut of engineering

parameters. In addition to these standards and specifications, an integral maintenance provision for 5 years in the contract is the near hallmark of the rural connectivity program.

The enormous task of building and maintaining roads poses a formidable challenge in so far as assuring the quality technical workmanship and overall output along with real time rectification interventions is concerned. Given the manpower constraint of the department, system of various tiers of inspection, testing and measurements, reporting and rectification complied with engineering and administrative interventions is therefore urgently required. The proposed services outlined below aim at creating a complete institutional framework along with a complete description of roles and responsibilities, testing requirements and protocols, methods and procedures and systematic online data input and analysis. The proposed services is in consistent with the framework laid for PMGSY but goes beyond the later as it conceives of engaging graduate engineers hired to man the 2nd tier of inspection and working in the capacity as Independent Engineer (IE). Manual reporting system and arbitrary inspection procedure have been eliminated and it is proposed to use technology to obviate need of cumbersome and burdensome inspection and monitoring mechanism which has obviously proved inadequate for the rural works department.

2. Creation of Independent Quality Monitoring Cell

To keep the pace of contemporary requirements, RWD felt the need to set up an Quality Monitoring Cell to bring about innovative reforms and the best practices in enhancing the efficiency of the department.

Quality Monitoring Cell is primarily operational to take care of all the projects being taken up under the state scheme.

The QMC shall work on a three-tier quality management mechanism which is proposed to be operationalized with web based online system with centralized database for ensuring that the quality of assets created conform to the prescribed standards.

A service providing agency will be selected through this bidding process to provide 36 no. of Independent Engineers (Each Project package) to be located at project locations to man up the 2nd tier quality monitoring of the proposed policy framework.

3. Role and Responsibility of the Service Providing Agency

- A. The Service Providing Agency (SPA) selected by a State will fully and completely be responsible to the State rural Works Department and will report to the State appointed Nodal Officer.
- B. SPAs engaged by the RWD will provide the technical manpower (Independent Engineer) for Quality Monitoring Cell (QMC) after duly getting his bio data approved by the department and will provide the needed technical and/ or management support at state and district levels in implementation of the scheme. Thus they will play a critical role in the successful implementation of these projects.
- C. SPAs must ensure that the resource persons deployed in QMC will not be engaged by SPAs for any other activities during their term of engagement.
- D. Overall monitoring of all resource persons deployed on the project and ensures their continuity on project.
- E. Engagement and deployment of manpower for QMC and timely payment of remuneration to the personnel.
- F. Consolidating the Monthly Performance Reports of all resource persons within their ambit and forwarding the same to RWD concerned in the specified formats in an online mode
- G. The SPA is expected to always keep available a reserve pool of resources that can be tapped for immediate deployment on project. In case of any replacement, the outgoing resource must provide 2 weeks of handholding support to the fresh incumbent to ensure continuity and smooth knowledge-transfer. No post should remain vacant at any time.
- H. The SPAs are expected to provide professional, objective and impartial advise and at all times hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments/jobs or their own corporate interests and act without any consideration for future work.
- I. In case any of the proposed resources are found to be not performing or not meeting the expectations of the Department, the SPA shall find a replacement for the resource. The PR Department will evaluate the replacement profile and indicate the acceptance / rejection of the profile.

4. Manpower

The manpower are intended to provide management, technical and handholding support specially in Quality Control Mechanism to ensure effective and timely implementation of Rural road Schemes. The list of the required professional is presented below for reference.

5. Requirement, Eligibility and Responsibilities of Resource Persons

SL.	Position	Nos.	Educational Qualification and Experience	To be stationed
1.	Independent Engineer	36 Nos. in total per Project Package	Graduate in Civil Engineering with Valid GATE Score is mandatorily required	At HQ as a pool and shall be assigned tasks on random sampling basis by QM Cell.

Note: Selection of IEs will be subject to interview conducted by the Department. IE's shall be deployed as per the requirement of the department in multiple tranches.

Final decision on allocation of packages to various selected SPA will rest with the Client

6. Responsibilities of Independent Engineers:

- 1) As the part of second tier of Quality Control structure, periodic inspections of works will be carried out by the Independent Engineers and they will be independent of the Executive Engineer/PIUs. This tier of Quality monitoring is very important and has been designed to see that the Executing agency is carrying out the Quality Controls per specifications. The following process is to be adopted for 2nd Tier Quality Monitoring.
- 2) The programme for IE shall be drawn up through systematic sampling in online mode in such a way that every work is inspected at-least two times. The first inspection of every work shall be carried out during the execution of work and the last inspection shall be carried out on the completion of every work, within one month of its completion.
- 3) The Quality Monitoring Cell will draw up a monthly Schedule for IE (Block/ District wise) so as to ensure systematic coverage.
- 4) The Quality Monitoring Cell will send the IE's reports to the Project Implementing Unit with a copy to the concerned SE/CE.
- 5) The IE will hold Meetings with PIUs and the Contractors and inspect Field/ District Laboratories to ensure smooth functioning of the Quality Control Mechanism.

- 6) The IE will have to interact with the State Technical Agencies in matters relating to the design, testing and execution.
- 7) IE will prepare a monthly report and send to Central Quality Monitoring Cell containing the analysis which would include findings of the PIU reports, IE reports, action taken in individual cases and systemic deficiencies detected and remedied.
- 8) All cases of delay in reporting compliance and major cases of deviation from acceptable Quality shall be taken seriously.
- 9) It is note that all the reports shall be in hard form and simultaneously shall be submitted online into the web portal.
- 10) The IE would be given a detailed format in online mode for the inspection report that should cover the following aspects.
 - a) Design of pavement and CD works & HL Bridges
 - b) Provisions made in estimates with regard to site requirements.
 - c) Management of the contract, deployment of qualified staff by the Contractor and establishment of a functional Quality Control Laboratory by the Contractor.
 - d) Construction Programme and progress of work.
 - e) Execution methodology and adherence to specifications.
 - f) Arrangement at Quality Testing Laboratories.
 - g) Record of Tests- Quality Control Registers and their upto date maintenance.
 - h) Accuracy of Quality Control Tests, issuance of Non-Conformance Reports (NCR) and action of Contractor on NCRs.
 - i) Inspection of departmental officer and compliance of their instructions.
 - j) Provision and execution of CD works and side drains & H L Bridges.
 - k) Road furniture, Logo, Signboards and caution boards
 - l) Other issues including the technical knowledge of the staff of the executing agency and the Contractor.
- 11) An Independent Engineer shall be deployed for overall quality check on field. These Independent Engineers shall be responsible for:
 - They will conduct required tests and submit reports to Quality Monitoring Cell. Other responsibilities include:
 - He shall be responsible for reviewing the entire Project implementation activities of the Contractor.
 - He shall ensure execution of works on site as per specification and standards and agreement; continuously interact with the Quality Monitoring Cell.
 - He shall interact with the personnel's of the contractor to ensure that all the construction related activities are occurring as per the schedule.

- He shall review and prepare reports as per format on inspection of Road/ bridge. Review of emergency response arrangements needs special attention.
- He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work.

7. Payment Terms

The Service Provider can raise claim on calendar month basis according to the number of manpower engaged in the project. The department will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:

The
ACEO-cum Secretary BRRDA
BRRDA, 3rd Floor,
Bhumi Vikas Bank,
Buddha Marg Patna-8000 01
Email- reobihar@yahoo.com

The SPA shall produce documentary evidence such as bank statement so as to guarantee that the amount as committed by the SPA through the financial quote to be paid to the IE is actually paid to the IE's. In the absence of documentary evidence, SPA shall not be paid for the month in the against such IE.

8. Performance Guarantee for the allotted work –

The L1 agency before signing of agreement shall provide a Performance Guarantee (PG) totaling to 5% of the order value. PG shall be in the shape of Bank Guarantee and shall be pledged in favour of "Additional Chief Executive Officer cum Secretary, BRRDA" payable at Patna.

The Performance Guarantee will be returned after a period of sixty days beyond the date of completion of successful discharge of services and completion of contractual obligations of the work order by the Agency.

9. Penalties

The penalties shall be deducted based on the performance of the Independent Engineer for any particular month on an average, 15 no. of inspections shall be scheduled per IE in a month and it is expected that inspection report of at least 12 nos will have to be mandatorily reported per month. Any short reporting less than 12 mandatory inspection as indicated above will attract deducted proportionately depending upon the actual no. & quality of inspections carried out against the total no. of inspections scheduled for the month. Such deductible amount shall not be paid to the SPA against the corresponding invoice raised.

10. Schedule of Completion of Tasks of SPA

The tenure of the SPA will be for 2 years after signing of the contract. The contract may be extended on mutual consent for one year after expiry of tenure if performance of SPA found satisfactory.





Section - 6
STANDARD FORM OF CONTRACT

The attached Form of Contract shall be used.

ANNEX I.

**SPA' Services
Time-Based Contract**



STANDARD FORM OF CONTRACT

SPA' Services

Time-Based

CONTRACT FOR SPA'S SERVICEES

TIME -BASED

Between

[Name of the Client]

And

[Name of the SPA]

Dated:



I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of SPA] (hereinafter called the "SPA").

[Note: If the SPA consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the SPA's obligations under this Contract, namely, [name of SPA] and [name of SPA] (hereinafter called the "SPA").]

WHEREAS

- (a) the Client has requested the SPA to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the SPA, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix]

Appendix A	: Description of Services	[Not used]
Appendix B	: Reporting Requirements	[Not used]
Appendix C	: Personnel and Sub-SPA - Hours of Work for Key Personnel	[Not used]

Appendix D	:Cost Estimates in Foreign Currency	[Not used]
Appendix E	:Cost Estimates in Local Currency	[Not used]
Appendix F	:Duties of the Client	[Not used]
Appendix G	:Form of Advance Payments Guarantee	[Not used]

2. The mutual rights and obligations of the Client and the SPA shall be as set forth in the Contract, in particular:

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

(b) The Client shall make payments to the SPA 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 [name of Client]

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of SPA]

[Authorized Representative]

[Note: If the SPA consist of more than one entity, all this entity should appear as signatories, e.g., in the following manner.]

For and on behalf of each of the Members of the SPA

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

hij

hij

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in

This Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "SPA" means any private or public entity that will provide the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the Client's country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of the Client's country.
- (i) "Local Currency" means the currency of the Client's country.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the Client or the SPA, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the SPA or by any Sub-SPA and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs other than SPA's remuneration.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the SPA pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-SPA" means any person or entity to whom/which the SPA subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the Government, the Client, the SPA or a Sub-SPA.
- (r) "In writing" means communicated in written form with proof of receipt.



1.2 Relationship Between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the SPA. The SPA, subject to this Contract, has complete charge of Personnel and Sub-SPA, 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 the Applicable Law.

1.4 Language

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

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

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

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.8 Client of Member in Charge

In case the SPA 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 SPA's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

The SPA, Sub-SPA and Personnel shall pay such indirect taxes, duties, fees and other impositions levied

under the Applicable Law as specified in the SC.

1.11 Fraud and Corruption

If the Client determines that the SPA and/or its Personnel, sub-contractors, sub SPA, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the SPA, terminate the SPA's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d). Should any Personnel of the SPA be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

1.11.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to

prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.6.

1.11.2 Commission and Fees

The Client will require the successful SPA to disclose any commissions or fees that may have been paid or are to be paid to agents, Fee representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the SPA instructing the SPA to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become

Effective If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The SPA shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has client 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. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the

reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-SPA 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 the 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 of Contract

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is 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 the restoration of normal conditions 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 SPA, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the SPA shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the SPA shall continue to be paid under the terms of this Contract and be reimbursed for additional

costs reasonably and necessarily incurred.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8

2.8 (a) Suspension

The Client may, by written notice of suspension to the SPA, suspend all payments to the SPA hereunder if the SPA 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 SPA to remedy such failure within a period not exceeding thirty (30) days after receipt by the SPA of such notice of suspension.

9. Penalties

The penalties shall be deducted based on the performance of the Independent Engineer for any particular month on an average, 15 no. of inspections shall be scheduled per IE in a month and it is expected that inspection report of at least 12 nos will have to be mandatorily reported per month. Any short reporting less than 12 mandatory inspection as indicated above will attract deducted proportionately depending upon the actual no. & quality of inspections carried out against the total no. of inspections scheduled for the month. Such deductible amount shall not be paid to the SPA against the corresponding invoice raised.

© Schedule of Completion of Tasks of SPA

The tenure of the SPA will be for 2 years after signing of the contract. The contract may be extended on mutual consent for one year after expiry of tenure if performance of SPA found satisfactory.

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) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the SPA, and sixty (60) days' in case of the event referred to in (g).

- (a) If the SPA 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 such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the SPA becomes (or, if the SPA 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 SPA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-SPA 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 the 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 of Contract

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is 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 the restoration of normal conditions 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 SPA, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the SPA shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the SPA shall continue to be paid under the terms of this Contract and be reimbursed for additional

- (d) If the SPA, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the SPA submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If, as the result of Force Majeure, the SPA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the SPA

The SPA may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the SPA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the SPA that such payment is overdue.
- (b) If, as the result of Force Majeure, the SPA is unable to perform 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.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the SPA may have subsequently approved in writing) following the receipt by the Client of the SPA's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or 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) the SPA's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the SPA 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 SPA and equipment and materials furnished by the Client, the SPA shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the SPA:

- (a) 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
- (b) Except in the case of termination pursuant to paragraphs (a) through (e) 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) 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.

1. OBLIGATIONS OF THE SPA

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The SPA shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-SPA, as well as the Personnel of the SPA and any Sub-SPA, comply with the Applicable Law. The Client shall notify the SPA in writing of relevant local customs, and the SPA shall, after such notification, respect such customs.

3.2 Conflict of Interests

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

3.2.1 SPA Not to Benefit from Commissions Discounts, etc.

- (a) The payment of the SPA pursuant to Clause GC 6 hereof shall constitute the SPA's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the SPA 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 SPA shall use its best efforts to ensure that any Sub-SPA, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the SPA, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the SPA shall comply with the Bank's 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 SPA in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 SPA and Affiliates Not to Engage in Certain Activities

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

3.2.3 Prohibition of Conflicting Activities

The SPA shall not engage, and shall cause their Personnel as well as their Sub-SPA 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.

3.3 Confidentiality

Except with the prior written consent of the Client, the SPA 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 SPA and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the SPA

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

3.5 Insurance to be taken out by the SPA

The SPA (i) shall take out and maintain, and shall cause any Sub-SPA to take out and maintain,

at their (or the Sub-SPA, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's specified in the SC, 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

3.6.1 The SPA shall keep, and shall cause its Sub-SPA to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.6.2 The SPA shall permit, and shall cause its Sub-SPA to permit, the RWD, QMC and/or persons appointed by the Bank to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the RWD, QMC if requested by the RWD, QMC. The SPA's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the RWD, QMC's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination.

3.7 SPA's Actions Requiring Client's Prior Approval

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

- (a) Any change or addition to the Personnel listed in Appendix C,
- (b) Subcontracts: the SPA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the SPA shall retain full responsibility for the Services. In the event that any Sub-SPA are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the SPA to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The SPA shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the SPA to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the SPA for the Client under this Contract shall become and remain the property of the Client, and the SPA 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 SPA may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the SPA and third parties for purposes of development of any such computer programs, the SPA shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment, Vehicles and Materials Furnished by the Client

DELETED

3.11 Equipment and Materials Provided by the SPA

Equipment or materials brought into the Government's country by the SPA and the Personnel and used either for the Project or personal use shall remain the property of the SPA or the Personnel concerned, as applicable.

4. SPA' PERSONNEL AND SUB-SPA

4.1 General

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

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the SPA's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the SPA by written notice to the Client, provided
 - (i) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the SPA. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-SPA listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the SPA proposes to use in the carrying out of the Services, the SPA shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, Etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the SPA's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the SPA who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the SPA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the SPA shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SPA shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the SPA may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced

person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the SPA shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the SPA, Sub-SPA and Personnel with work permits and such other documents as shall be necessary to enable the SPA, Sub-SPA or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the SPA and the Personnel and any Sub-SPA employed by the SPA for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the SPA, any Sub-SPA and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the SPA, Sub-SPA and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the SPA shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the SPA and each of the Personnel in respect of liability for any such





damage, unless such damage is caused by the default or negligence of the SPA or any Sub-SPA or the Personnel of either of them.

5.3 Changes in the Applicable Law Related to Taxes and Duties

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 SPA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the SPA 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(b).

5.4 Services, Facilities and Property of the Client

- (a) The Client shall make available to the SPA and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
- (b) In case that such services, facilities and property shall not be made available to the SPA as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the SPA for the performance of the Services, (ii) the manner in which the SPA shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the SPA as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

The Service Provider can raise claim on calendar month basis according to the number of manpower engaged in the project. The department will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:

The
ACEO-cum Secretary BRRDA
BRRDA, 3rd Floor,
Bhumi Vikas Bank,
Buddha Marg Patna-8000 01
Email- reobihar@yahoo.com

The SPA shall produce documentary evidence such as bank statement so as to guarantee that the amount as committed by the SPA through the financial quote to be paid to the IE is actually paid to the IE's. In the absence of documentary evidence, SPA shall not be paid for the month against such IE.

5.6 Counterpart Personnel

- (a) The Client shall make available to the SPA free of charge such professional and support counterpart personnel, to be nominated by the Client with the SPA's advice, if specified in Appendix F.
- (b) If counterpart personnel are not provided by the Client to the SPA as and when specified in

Appendix F, the Client and the SPA shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the SPA as a result thereof pursuant to Clause GC 6.1(c) hereof.

- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the SPA. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the SPA that is consistent with the position occupied by such member, the SPA may request their placement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE SPA

6.1 Cost Estimates; Ceiling Amount

The Service Provider can raise claim on calendar month basis according to the number of manpower engaged in the project. The department will release the payment to the service provider within 15 days of their claim after acceptance of monthly deliverables. All claims will be submitted to following address:

The
ACEO-cum Secretary BRRDA
BRRDA, 3rd Floor,
Bhumi Vikas Bank,
Buddha Marg Patna-8000 01
Email- reobihar@yahoo.com

The SPA shall produce documentary evidence such as bank statement so as to guarantee that the amount as committed by the SPA through the financial quote to be paid to the IE is actually paid to the IE's. In the absence of documentary evidence, SPA shall not be paid for the month against such IE.

6.2 Reimbursable Expenses

DELETED

6.3 Currency of Payment

Foreign currency payments shall be made in the currency specified in the SC, and local currency payments shall be made in the currency of the Client's country.

6.4 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the SPA advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the SPA to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set

off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the SPA shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the SPA statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the SPA, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the SPA and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the SPA specifying in detail deficiencies in the Services, the final report or final statement. The SPA shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the SPA to the Client within thirty (30) days after receipt by the SPA of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the SPA specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expense, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the SPA of any obligations hereunder.
- (h) The SPA shall produce documentary evidence such as bank statement so as to guarantee that the amount as committed by the SPA through the financial quote to be paid to the IE is actually paid to the IE's. In the absence of such documentary evidence, SPA shall not be paid for the month in the absence of such documentary evidence.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

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, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

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 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. They will fall under the jurisdiction of High Court, Patna, Bihar.

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Special Conditions of Contract

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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words "in the Government's country" are amended to read "in INDIA"}
1.4	The language/s is English
1.6	<p>The addresses are</p> <p>Client :</p> <p>Rural Works Department</p> <p>Government of Bihar, 5th Floor, Vishveshwarya Bhawan, Bailey Road, Patna-800001. Ph. 0612-2233198, e-mail enrwdbihar@gmail.com</p> <p>Attention : Chief Engineer-IV</p> <p>Facsimile : Ph. 0612-2233198, Fax : 0612-2233199</p> <p>Email: enrwdbihar@gmail.com</p>
{1.8}	{The Member in Charge is The Chief Engineer-IV
	Note: If the SPA consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the SPA consists only of one entity, this Clause SC 1.8 should be deleted from the SC
1.9	<p>The Authorized Representatives are</p> <p>For the Client: Chief Engineer-IV, RWD For the SPA</p>
1.10	For domestic SPA/ sub SPA/ personnel and foreign SPA personnel who are permanent resident of India

1.10.1	The SPA, Sub-SPA and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed
	For foreign consultancy firm
1.10.2	<p>The Client warrants that the clients shall reimburse the SPA, the SubSPA and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the SPA, the Sub SPA and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the SPA, Sub-SPA and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services: (b) any equipment, materials and supplies brought into the Government's country by the SPA or Sub-SPA for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them. (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client. (d) any property brought into the Government's country by the SPA, any Sub-SPA or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country provided that.

	<p>(1) the SPA, Sub-SPA and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country, and.</p> <p>(2) if the SPA, Sub-SPA or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the SPA, Sub-SPA or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
1.10.3	<p>a) The client shall reimburse Service Tax payable in India as per Applicable Law. The SPA shall register itself for service tax with appropriate client in India & shall provide the registration Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules".</p>
{2.1}	<p>The effectiveness conditions are the following</p> <p>The date of signing of the contract</p>
2.2	The time period shall be four months
2.3	The time period shall be one month.
2.4	The time period shall be twenty four months
3.4	<p>"Limitation of the SPA' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on</p>

	<p>the part of the SPA or on the part of any person or firm acting on behalf of the SPA in carrying out the Services, the SPA, with respect to damage caused by the SPA to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii)(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the SPA hereunder, or</p> <p>(B) the proceeds the SPA may be entitled to receive from any insurance maintained by the SPA to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the SPA's liability, if any, for damage to Third Parties caused by the SPA or any person or firm acting on behalf of the SPA in carrying out the Services'</p>
3.5	<p>The risks and the coverage shall be as follows</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the vehicles operated in the Government's country by the Personnel, for the period of consultancy : As per Motor Vehicles Act.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs500,000 for the period of consultancy.</p> <p>(c) Professional liability insurance, with a minimum coverage of at least equal to the cost of the consultancy contract.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the SPA and of any Sub- SPA, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	<p>(c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract.</p> <p>(ii) the SPA's property used in the performance of the Services, and (iii) any documents prepared by the SPA in the performance of the Services.</p>
3.6	The SPA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
6.1(b)	<p>The ceiling in foreign currency or currencies is: [insert amount and currency for each currency]-DELETED</p> <p>The ceiling in local currency is: INR</p>
{6.2(a)}	<p>{Payments for remuneration made in accordance with Clause GC 6.2(a) in[foreign and/or] [local] currency shall be adjusted as follows:</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula.</p> <p>where R_t is the adjusted remuneration, R_0 is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, I_t is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_0 is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>'Note: The index for "wages" published by International Monetary Fund in its monthly "International Financial Statistics" for the country could be considered for adoption.</p>

	<p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula.</p> <p>where R_1 is the adjusted remuneration, R_{10} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, I_1 is the CPI (Urban) for Bihar as published by Director General/ Central Statistical Office, Ministry of Statistics & Programme Implementation, Government of India, for the month for which the adjustment is to have effect and, I_0 is the CPI (Urban) for Bihar as published by the client named above for the month of the date of the Contract.</p>
6.2(b)	Rates for Local Personnel are set forth in Appendix E
6.2(c)	DELETED
6.3	DELETED
6.4(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee</p> <p>DELETED</p>
6.4(c)	DELETED
6.4(e)	The Account details for payment is in local currency
8.2	Disputes shall be settled by arbitration in accordance with the provisions described in Bihar Public Works Contract Arbitration Tribunal Act.

IV. Appendices

APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the SPA during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.



APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C – Personnel's to be deployed

Note: List under

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.
- C-2 Same information as C-1 for Key local Personnel.
- C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government's country
- C-4 List of approved Sub SPA (if already available); same information with respect to their Personnel as in C-1 through C-3.

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

NOT APPLICABLE

APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

Note: List hereunder cost estimates in local currency

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Consultancy charges in % to be charged by SPA against the services to be provided.
3. Travel , Lodging & Communication expenses are included in the remuneration of Independent Engineers.
4. GST is payable extra as applicable on submission of required documents.

APPENDIX F - DUTIES OF THE CLIENT

Note: List under

F-1 Services, facilities and property to be made available to the SPA by the Client.

Documents: Any relevant document available with the RWD would be shared with the SPA's team for limited purposes of the assignment.

F-2 Counterpart support from client side to be made available to the SPA by the Client.

APPENDIX G - FORM OF PERFORMANCE BANK GUARANTEE GUARANTEE

APPLICABLE EQUIVALENT TO TWO MONTHS SALARY OF IE's

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *_[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."