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EXPRESSION OF INTEREST CUM REQUEST
FOR PROPOSAL FOR SELECTION OF SERVICE
PROVIDING AGENCY TO SUPPLY TECHNICAL
MANPOWER (INDEPENDENT ENGINEERS) FOR
QUALITY MONITORING CELL IN RURAL
WORKS DEPARTMENT

ENGINEER-IN-CHIEF

RURAL WORKS DEPARTMENT, BIHAR

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ISSUED ON October-2023

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DISCLAIMER

1. The information contained in this Expression of Interest cum Request for Proposal ("EOI cum RFP") Document 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 E-in-C, 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. E-in-C, 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 E-in-C, 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 E-in-C, RWD in relation to the services. 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. E-in-C, RWD will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract), 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 E-in-C, RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. E-in-C, 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

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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. E-in-C, 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. E-in-C, RWD will not be responsible for any delay in receiving the proposals. The issue of this EOI cum RFP does not imply that E-in-C, RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and E-in-C, 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. E-in-C, 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. E- in-C, RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. E-in-C, 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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ENGINEER-IN-CHIEF

RURAL WORKS DEPARTMENT, BIHAR

5th Floor, vishweshraiya Bhawan, Bailey Road
Patna -800015

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NOTICE INVITING EOI cum RFP

Ref. No.: RWD (QMC) -01/2023-24

Date:

Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell Rural works Department.

Rural Works Department is the statutory authority for designing, planning, monitoring, constructing and undertaking maintenance of rural road works of the State Government irrespective of the source of funds for the same. The Department also intends to take up works on PPP with financial support from outside agencies.

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. The state has build approximately 1,11,626 km of rural roads under various State Schemes such as MukhyaMantri Gram SamparkYojana, GraminTolaSamparkNischayYojana and PradhanMantri Gram SadakYojana etc.

To monitor the quality of all the above State Schemes, the Department has set up a Quality Management Cell which monitors the quality of schemes through its "Three Tier Quality Management system".

RWD invites eligible Service Provider Agency to indicate their interest in supplying technical manpower(Independent Engineers) for the Quality Monitoring Cell (QMC) in the form of Independent Engineer who is to act as 2 nd Tier Quality Management.

Interested firms/agencies may participate in the bidding process by submitting their Bid/Proposals under three stage bid system (Prequalification, Technical and Financial) for "EOI cum RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell Rural works Department" addressed to Engineer-In-Chief, RWD, Bihar, 5th Floor, vishweshraiyaBhawan, Bailey Road, Patna-800015.

Total number of IE required are 108

Sl. No.	Package	No. of Independent Engineers
1.	I	108 Nos.

Note:- Nos. of Independent Engineers may vary as per requirements of E-in-C, RWD final selection of Independent Engineers will be decided by department.

1. These Independent Engineers will be essentially deployed across the Project Implementation Units spread across the state of Bihar for a period of 1 year from the date of agreement. The Agreement may be extended with an option for further periods on mutual consent depending on the satisfactory performance of the bidder.

The selection will be based on Least Cost Based Selection (LCS) process.

2. The details and conditions for qualification of bidders, for bid submission and selection of agencies and roles & responsibilities of the agencies are indicated in the Bidding Documents (RFP). The Bid Document can be downloaded from www.rwdbihar.gov.in between 17/10/2023 to 09/11/2023 upto 1:00 P.M.
3. The bid document can be downloaded free of cost but while submitting the bid, bidder has to submit a non-refundable Bank Draft of Rs 10000.00 (Rupees Ten Thousand Only) issued from any Scheduled Bank in favour of "Engineer-In-Chief, RWD, Bihar" payable at Patna which shall be enclosed in a separate sealed envelope duly super scribing on an envelope "RFP Document Fees" along with the pre-qualification bid.
4. BID security-Rs.15,00,000 **only (Rupees Fifteen Lakh only)** in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna. shall be in the following Original shapes or combination there of.
(a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar. (b) NSC issued within the state of Bihar. (c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.
5. The sealed Bid(s)/ Proposal(s) should reach the office of undersigned on or before 09.11.2023 by 3:00 P.M. through Courier/Registered Post/Speed post/by Hand Delivery only.
6. Conditional bid/incomplete bid or bids received after the due time and date shall not be entertained in any circumstances.
7. Engineer-in-Chief, RWD reserves right to cancel or postpone or to modify any of term and condition of the bid at any stage without assigning any reason at its own discretion.
8. The proposals are to be addressed to "Engineer-in-chief, RWD, Bihar" 5th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015.
9. Engineer-in-Chief, RWD will not be responsible for any delay or transit loss or late delivery of bids. Bids sent through E-mail or submitted in unsealed cover(s) will not be accepted and such bids will be treated as non-responsive bids.

(Signature)

(Amrendra kumar Sinha)
Engineer-in- Chief
Rural works department
Government of Bihar

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REQUEST FOR PROPOSAL (RFP)

INTRODUCTION: Rural Works Department is the statutory authority for designing, planning, monitoring, constructing and undertaking maintenance of rural road works of the State Government irrespective of the source of funds for the same. The Department also intends to take up works on PPP with financial support from outside agencies.

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 being made 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 database for ensuring that the quality of assets created conform to the prescribed standards.

1. E-in-C, RWD invites bid proposal to Select Service Providing Agencies for hiring of Independent Engineers on agreement basis to achieve the stated goals and objectives of the department.
2. Under this engagement, E-in-C, RWD will select Service Providing Agencies for:
 - a) Supply of eligible candidates through various modes for Hiring on agreement basis for the aforesaid position to cater the requirements of E-in-C, RWD, as intimated time to time.
 - b) The Bidder(s) referred to hereafter in this document is defined as the company (ies) / firm(s)/ agency (ies) that are participating in response to this EoI cum RFP.
 - c) The Agency (ies) referred to hereafter in this document is defined as the company (ies) / firm(s) / agency (ies) that are successfully selected at the completion of the RFP process.
3. E-in-C, RWD expressly stipulates that selection of bidders under this RFP is on the understanding that this EoI cum RFP contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment will be deemed to be a part of the assignment.
Selected bidder will be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment.

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4. **PROJECT OBJECTIVE:** Development of rural roads brings multiple socio-economic benefits to the rural areas which form a strong base of the National economy. The connectivity of rural habitations through good all-weather roads has brought appreciable impact on Agriculture, Employment Generation, Industry, Health, Education, Transport facilities, Urbanization, Poverty Alleviation. The Government of Bihar (GOB) is committed to an all-round Social and Economic development of the State. Towards this end, an elaborate programme of rural road development is under implementation within the state and the responsibility of construction of rural roads (with necessary culverts and cross-drainage structures) lie with the Rural Works Department.

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 must 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 programme.

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 system 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. It is in consistent with the framework laid for state sponsored schemes but goes beyond the later as it conceives of **engaging graduate engineers with three year experience in relevant field hired to the II nd tier of Quality Inspection** and working in the capacity as Independent Engineer (IE). Manual reporting system and arbitrary inspection procedure are 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.

It goes without saying that the framework is in addition to the codal provisions of Bihar PWD code and other relevant rules of the state.

4/11/2020

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SCOPE OF WORK

The bidders, on successful award of positions for hiring, are expected to provide services as stated below:

- Identifying and supply of adequate pool of eligible suitable candidates based on academic qualifications and other required parameters as described in respective Job Description for position, as specified by QMC, RWD.
- Evaluate the candidate's interest, attitude & aptitude towards working for QMC, RWD and co-ordinating with them for their participation in the hiring process.
- The Agency is expected to source and recommend suitable candidates through internal databases, targeted search and / or any other suitable methods.
- Screening of applications on the basis of information and documents provided along with the application by the candidate for establishing validity of eligibility and auto-generated marks.
- Prepare complete list of applicants clearly indicating their marks, eligibility or otherwise (along with reasons for changes in marks or eligibility, if any), post-validation by the agency and publish all such lists to E-in-C, RWD for further processing.
- Provide merit-based shortlist of candidates to E-in-C, RWD with all relevant reservation guidelines of Government of Bihar. It is to be noted that the reservation rules will apply to all the packages on pro-rata basis calculated to the extent applicable for entire requirement as indicated in this EOI cum RFP. The bidder has to mandatorily submit an undertaking duly mentioning that the reservation policy of the State Government has been followed.
- Maintain communication with the selected candidates after issuance of offer letters to ensure their joining.
- Perform background verification and submit Background Verification (BGV) report of the selected candidates clearly indicating the agency's recommendation whether the candidate is recommended for joining, based on the findings in the BGV Report. The BGV Report should cover relevant academic qualifications, testimonials and other particulars as mentioned by the candidate in his / her application. The BGV report should also indicate that the candidate has no adverse police record / criminal record against him.
- Without prior written approval of E-in-C, RWD, the agency will neither use E-in-C, RWD name, nor place advertisements regarding recruitment on behalf of E-in-C, RWD in the print or electronic media or in any other manner whatsoever.
- The agency is expected to complete the hiring process of recommended candidates to E-in-C, RWD within 30 days from issue of work order.

12/12/2023

5. SCHEDULE OF EVENTS

S. No.	Description	Details
1	Name of the Assignment	Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell Rural works Department.
2	Name of The Client	Engineer-in-chief, Rural Works Department, Government of Bihar
3	Method of Selection	Least Cost Based Selection (LCS)
4	Date and Venue of Pre-proposal Conference	Conference Hall, RWD 5th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015 on 26.10.2023 at 15:00 Hrs
5	Proposal Submission Date, Time and Address	Engineer-in-chief, RWD, Bihar" 5 th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015. The Proposals must be submitted no later than: Date: 09.11.2023 Time: 15:00 Hrs (Local Time)
6.	Opening of Pre-Qualification Proposal	Date: 13.11.2023 Time: 15:00 Hrs (local time) Engineer-in-chief, RWD, Bihar" 5 th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015.
6	Opening of the Technical Proposals	Date & Time : To be intimated Engineer-in-chief, RWD, Bihar" 5 th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015.
7	Opening of Financial Proposal	Date and time will be informed to the successful bidders at the technical evaluation stage
8	Bid Security (EMD)	Rs.15,00,000 only (Rupees Fifteen Lakh only) in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna, shall be in the following Original shapes or combination there of. (a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar. (b) NSC issued within the state of Bihar. (c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.






9	RFP Document Fees	The RFP submissions shall be accompanied by a non-refundable Bank Draft of Rs 10000.00(Rupees Ten Thousand Only) issued by any Scheduled Bank in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna and shall be enclosed in a separate sealed envelope duly super scribing on an envelope "RFP Document Fees" along with the pre-qualification bid.
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In case of any of the above-mentioned dates is declared a public holiday or non-working day, the event will be held on next working day. Any changes made in the above-mentioned schedule will be published on RWD website www.rwdbihar.gov.in.

6. Terms & Conditions of Tender

- a) The service provider shall not assign, transfer, pledge or sub-contract the services of supply of Independent Engineers as indicated in this EOI cum RFP to E-in-C, RWD to any other agency.
- b) All services shall be performed by persons qualified and skilled in performing such services.
- c) The contract will initially be awarded for a period of 1(one) year from the date of agreement. The Agreement may be extended with an option for further periods on mutual consent depending on the satisfactory performance of the bidder.
- d) E-in-C, RWD would be free to terminate the contract without giving any reason at any time after giving advance notice of one month in writing.
- e) The agency should ensure that Independent Engineers deployed should be of good character and antecedents.
- f) The service provider's Independent Engineer working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill to enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of Independent Engineer deployed by him.
- g) The service provider shall be bound to replace any of its Independent Engineer, if they are unacceptable to the client because of security risk, incompetence, conflict of interest and breach of confidentiality, improper conduct or any other reason upon receiving written notice from client office within seven (07) days.
- h) The service provider will not remove any of its Independent Engineer deployed under these services whose conduct, competence and behavior are found satisfactory to client. If necessity arise at all, the service provider shall obtain consent of the client before removing any such Independent Engineers.
- i) The service provider's Independent Engineer shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
- j) That the Independent Engineer deployed shall not be below the age of 25 years and they shall not interfere with the duties of the employees of the Department.
- k) The service provider shall comply with the provision of minimum wages act.
- l) Any penalty, interest or fine levied on service provider by the statutory authorities for noncompliance of any of the applicable statutory provisions including delay in statutory payments and/or filing of returns shall be the liability of the service provider.

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- m) The service provider's Independent Engineer shall not claim any benefit/compensation/ absorption/ regularization of services either in RWD or any other department of Govt. of Bihar under the provision of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970. Affidavit from the Independent Engineer to this effect will be required to be submitted by the service provider to this office before execution of the work.
 - n) The Service Provider has to maintain all the relevant register/records as per the laws related with labour engagement etc. An affidavit on a non-judicial stamp paper of appropriate value of the effect that the Service Provider will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act., ESI Act, PF Act, Bonus Act, Gratuity Act for the workers employed by him on the job will be submitted by the Service Provider before execution of the contract agreement. The workers employed by the Service Provider will not be treated as the employees of the client for any purpose whatsoever.
 - o) The Independent Engineer deployed shall not claim any Master & Servant relationship against this office. The Service provider will submit the certificate from all persons engaged at client locations in this effect.
 - p) The service provider shall ensure proper conduct/discipline of his Independent Engineer in office premises and enforce prohibition of consumption of illicit substances like alcoholic drinks, smoking or loitering without work.
 - q) The service provider shall engage a Manager at his own cost as required by QMC, RWD. The Manager engaged by the service provider shall be his employee and it shall be the duty of the service provider to pay their remuneration every month in time. The service provider should not stop the payment of remuneration on account of delays not attributed to the engaged Independent Engineer.
 - r) The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each Independent Engineer of the service provider will be the responsibility of the service provider (agency). This shall include payment of PF, ESI, and Service Tax and deduction of TDS etc. The service provider shall provide ESI card to the outsourced Independent Engineer.
 - s) The Independent Engineer must follow the working hours and working days of Government of Bihar However, Independent Engineer shall be available on a holiday if so, as required by QMC, RWD
 - t) The Independent Engineer may be required to attend office beyond office hours and on holidays / Sundays, depending upon the exigency of work. No extra payments shall be made for working on extended hours/ Sundays/Holidays.
 - u) The Independent Engineer may be deployed for a period of entire contract period. If their performance is unsatisfactory, the agency is bound to replace the Independent Engineer within seven (07) days after receiving letter of replacement.
 - v) The service provider shall provide a substitute well in advance if there is any probability of the Independent Engineer leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
 - w) If for any reason the Independent Engineer deployed by the service provider proceeds on absence/leave, he/she should properly intimate the Controlling Officer and the concerned Administration before such absence or in case of medical emergency on the first day of taking such absence either officially or electronically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days, in case the agency fails to provide substitute beyond five days liquidated damage @ Rs. 500 per day shall be charged.
 - x) The service provider shall make payments for the outsourced Independent Engineer through ECS within time as per rules from their own resources and raise an invoice for the amount together with duly approved attendance records from the place of

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- employment of each staff. QMC, RWD will reimburse salaries against the invoice following verification of attendance records.
- y) 20-25 Nos. of Road Inspection Shall will schedule per IE in a month and its expect that inspection Report of 80% will have to mandatory Reported to per month. Any short Reporting less than 80% will deducted proportionally. In case outsourced Independent Engineer is absent or unable to perform duty then proportionate deduction shall be made from his pay, on monthly basis. No work No Pay principal will enforced to all Independent Engineer.
- z) The service provider shall be available at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone/SMS from the Department to the service provider shall be acknowledged as received on the same day.
- aa) The service provider shall provide the Independent Engineer within a month from the date of receipt of the requirement.
- bb) That on the expiry of the agreement as mentioned above, the agency will withdraw all its Independent Engineer and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or on employment by the personnel of the agency, it shall be the entire responsibility of the agency/service provider to pay and settle the same.
- cc) At the time of submission of list of shortlisted candidates to the department, the bidder must furnish an affidavit (with stamp) sworn before Executive Magistrate / Notary in regard to the correctness and authenticity of the educational qualifications of such candidates i.e., Degree in Civil Engineering which should be mandatorily from AICTE approved or equivalent recognized Institutions/Universities.
- dd) The Service provider or the shortlisted candidates, if found to be involved in the gross negligence or wilful misconduct, which cause damage to the interests of the Authority, they shall be liable to penal action.
- ee) At any stage during the empanelment process, if the degree or diploma certificate of the shortlisted candidates are found to be incorrect/fake/fraudulent, the firm/company/candidate/all of them are punishable by means of lodging FIR under relevant provisions under IPC (Indian Penal Code).
- ff) If the service provider agency/ IE is found to be involved in any corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the service provider agency as well as the candidate involved is liable to be punished under PCA (The Prevention of corruption act 1988) amended 2018.
- The terms set-forth above are defined as follows:
- a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client 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;

7. EVALUATION CRITERIA

a. General Guidelines

1. It will be three Bid system. The document Required to be attached during each stage of Bid submission. Bid proposals in response to the EOI cum RFP shall be submitted in "Three Cover System", in duplicate:

- Pre-qualification Proposal (Original and a Copy)
- Technical Proposal (Original and a Copy)
- Financial Proposal (Original and a copy)

2. All the three Proposals shall be in separate covers, properly sealed and the covers should be clearly labeled as Pre-qualification Proposal, Technical Proposal or Financial Proposal.

3. The first cover marked "Pre-Qualification Proposal" in one separate envelope, viz., Cover-1 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the EOI cum RFP. This cover should contain the following documents:

- a) PQ-1: Pre-Qualification Proposal Submission Form
- b) PQ-2: Particulars of the Applicant
- c) PQ-3: Power of Attorney for Signing of Proposal
- d) PQ-4: Format for Letter of Association
- e) PQ-5: Financial Capacity of Applicant
- f) PQ-6: Self Certification of Work experience by bidder

Note :- The following document must be mandatorily enclosed with the pre qualification bid otherwise the Bid will be treated as non responsive at the pre qualification evaluation stage itself.

- The RFP submissions shall be accompanied by a non-refundable Bank Draft of Rs 10000.00 (Rupees Ten Thousand Only) issued by any Scheduled Bank in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna and shall be enclosed in a separate sealed envelope duly super scribing on an envelope "RFP Document Fees" along with the pre-qualification bid.
- EMD of -Rs.15,00,000 only (Rupees Fifteen Lakh only) in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna. shall be in the following Original shapes or combination there of. (a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar. (b) NSC issued within the state of Bihar. (c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.
- For company-Copy of the certificate of incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/2013
- Audited balance sheet and Statement of Profit & loss account.
- Self-attested copies of
 - 1) Pan Card
 - 2) GST Registration Certificate
 - 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2019-20, AY 2020-21 & AY 2021-22.
 - 4) ESI & EPF registration certificate
- Copy of the work order(s) and experience certificate(s) from the client(s). The work order(s) and experience certificate(s). should clearly indicate the services being

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provided by the agency and the count of the manpower along with duration. EPF Challan with Contribution sheet and ESIC Challan with ECR related to Work Order may be submitted for the last three years.

Single Work Order for providing 30 Manpower, or
Two Work Order for providing 15 Manpower each, or
Three Work Orders for providing 10 Manpower each, Or
Six Work Orders for providing 5 Manpower each, Or

- Affidavit sworn before Executive Magistrate.
 - Affidavit from authorized signatory.
 - Bidder must submit documentary evidence that he has a local office in Patna. However, the bidder can also submit an undertaking that he will set up a local office in Patna within 7 days from the issue of LOA in case he does not have an office set up in Patna.
4. 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 EOI cum RFP. This cover should contain the following documents:
- a) TECH-1: Technical Proposal Submission Form
 - b) TECH-2: Projects Undertaken
 - c) TECH-3: Work Experience of Bidder

Note :- The following document must be mandatorily enclosed with the Technical bid otherwise the Bid will be treated as non responsive at the Technical evaluation stage itself.

- Experience of the bidder in the line of business for providing Technical Manpower (Engineers) services in India for minimum 3 years.
 - Supporting Documents: Copy of Certificate of Incorporation/registration from Registrar of Companies or appropriate authority & Financial Statements (Profit & Loss statement, Income Tax return/ GST Return) for the years in operation, certified by Auditor
 - Number of clients provided outsourced Technical Manpower (Engineers) (Clients belonging to Central/State Government Department/PSUs-
 - Supporting Documents-Copy of Work Order and Experience Certificate and EPF Challan with Contribution Sheet and ESIC Challan with ECR related to work Order
5. 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 Authority along with soft copy (CD/DVD/Pen drive) of the Technical Proposal.
6. 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:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company/Limited Liability Partnership or a Corporation; or
 - c) By the Authorized Representative of the Lead Member, in case of Consortium; or
 - d) 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.
7. 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 EOI cum RFP. This cover should contain the contents as below:
- a) FIN-1: Financial Proposal Submission Form
 - b) FIN-2: Summary of Costs
8. 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 Authorized Representative. In the case of discrepancy between figures and words in the financial proposal, the lower of the two shall be considered.
9. 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 EOI cum RFP No., name and address of the applicant, and proposal submission date and received as per the timeline mentioned in Date Sheet and addressed to the Official mentioned in EOI cum RFP. It shall bear on top, the following: "Do not open, except in presence of the Authorized Person of the Authority".
10. If the envelope is not sealed and marked as instructed above, the Authority 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. Authority may also choose not to open the envelope and return the same treating as "Not Qualified".
11. The Applicants are advised in their own interest to ensure that completed Proposals reaches the office of Authority at the address mentioned well before the dates stipulated in the document.
12. 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 EOI cum 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 Authority shall not be responsible for delayed receipt of Proposals.

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13. RFP evaluation committee will evaluate the proposals submitted by the bidder based on the pre-qualification evaluation criteria and technical evaluation criteria in two stages.
14. In the first stage, only the pre-qualification proposals will be evaluated as per the specified criteria.
15. In the second stage, the technical proposal of only those bidders, who qualify in the pre-qualification stage, will be opened and evaluation will be done based on the specified technical criteria.
16. The evaluation committee will evaluate the responses to the EOI cum RFP and all supporting documents/documentary evidence. Non-submission of requisite supporting documents / documentary evidence would lead to rejection of the proposal.
17. During evaluation stage, RFP evaluation Committee at its discretion, may ask the bidder for clarification in respect of bid submitted. The bidder should respond within timelines provided failing which their bid proposal may be rejected and / or marks may not be awarded. The queries and the response to received queries will be in writing, and no change in the substance of the bid will be sought, offered or permitted.
18. The decision of the RFP evaluation committee in the evaluation of responses to the RFP will be final.
19. The result of pre-qualification evaluation and technical evaluation will be communicated to the bidder through e-mail. Only the bidder can then submit their grievances, if any, within five (05) working days after the receipt of pre-qualification and technical evaluation result respectively. The complaint received from the bidder shall be considered on the basis of its merit for resolution before proceeding ahead with the next stage. There after, no complaint will be entertained.
20. In the Technical Evaluation, only those bids will qualify for opening of their respective financial proposal which achieves score equal to or above 60 (≥ 60).
21. All responses will be evaluated to validate compliance of the bidders according to the respective criteria and supporting documents mentioned against each clause. Bidders who meet the pre-qualification criteria will be required to make a presentation, as part of technical evaluation, to the evaluation committee of RFP.
22. 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 (Terms of Reference) 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

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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 is optional and is at the bidder's choice.

23. 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.

24. Earnest Money Deposit (EMD / Bid Security)

1. The bidders shall submit, as part of its pre-qualification bid proposal, an EMD of amount INR15,00,000 only (Rupees Fifteen Lakh only) in favour of Engineer-in-chief, RWD, Bihar payable at Patna, shall be in the following Original shapes or combination there of.

(a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar.

(b) NSC issued within the state of Bihar.

(c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.

2. The Bank Guarantee shall be in the format as per (Enclosure-2) provided in the EOI cum RFP. The Bank Guarantee shall remain valid till the signing of agreement beyond the validity period for the bid and will be extended accordingly by the bidder as and when requested by E-in-C, 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 be summarily rejected.
4. EMD of the selected agencies will be returned, without any interest, upon the furnishing the Security Deposit (Performance Guarantee) in accordance with the provisions of this EOI cum RFP.
5. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned after the agreement of contract.
6. The Bidder, by submitting its bid pursuant to this EOI cum RFP, shall be deemed to have acknowledged and confirmed that the E-in-C, 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 by the Engineer-in-Chief, RWD hereunder or otherwise, under the following conditions:
- i. If a Bidder withdraws its bid, after opening of the bid as specified in this EOI cum RFP,
 - ii. If the selected bidder fails:
 - a. To furnish the Security Deposit (Performance Security) within the period prescribed
8. Technically qualified Bidders shall ensure the EMD remains valid till signing of Agreement. In case, the EMD is expiring before signing of the agreement, Bidders may be asked to replace it with a fresh EMD of the same value.

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b. Pre-qualification Evaluation Criteria

E-in-C, RWD will first open the Pre-qualification proposal which will be evaluated as per criteria specified below:

S. No	Pre-qualification requirement	Documentary Evidence required
1	RFP Document Fees	The RFP submissions shall be accompanied by a non-refundable Bank Draft of Rs 10000.00 (Rupees Ten Thousand Only) issued by any Scheduled Bank in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna and shall be enclosed in a separate sealed envelope duly super scribing on an envelope "RFP Document Fees" along with the pre-qualification bid.
2	Earnest Money Deposit	EMD of Rs 15,00,000 (Rs Fifteen Lac only) in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna shall be in the following Original shapes or combination there of, (a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar, (b) NSC issued within the state of Bihar, (c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.
3	The Bidder should be an established entity under Companies Act, 1956/2013, 1 which includes Limited Company/Private Limited Company/Corporation or Limited Liability Partnership under Limited Liability Act 2008 or Partnership Firm under Indian Partnership Act 1932 with registrar of Firms or Proprietorship firm registered under Shop and Establishment Act and GST Act 2017	For company-Copy of the certificate of incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/2013
4	The bidder must have minimum turnover of Rs. 5 Crores (Rupees Five crores Only), in last three consecutive financial years (FY 2019-20, FY 2020-21& FY 2021-22)as evidenced by the audited accounts of the bidder.	Audited balance sheet and Statement of Profit & loss account.

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5	The bidder must have (i) Pan Card, (ii) Income Tax Returns of three assessment years AY 2019-20, AY 2020-21 & AY 2021-22, and (iii) GST Registration Certificate (iv) ESI & EPF registration certificate.	Self-attested copies of 1) Pan Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2019-20, AY 2020-21 & AY 2021-22. 4) ESI & EPF registration certificate
6	The bidder must have experience of providing minimum 30 Technical Manpower (Engineers) (per annum) to Government (Central or state) sector/PSUs in any one of the last three financial Years.	Copy of the work order(s) and experience certificate(s) from the client(s). The work order(s) and experience certificate(s), should clearly indicate the services being provided by the agency and the count of the manpower along with duration. EPF Challan with Contribution sheet and ESIC Challan with ECR related to Work Order may be submitted for the last three years. Single Work Order for providing 30 Manpower. or Two Work Order for providing 15 Manpower each. or Three Work Orders for providing 10 Manpower each. Or Six Work Orders for providing 05 Manpower each. Or
7	The bidder must not be (i) Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission of bidding document. (ii) The authorized Signatory of the bidder has to submit	Affidavit sworn before Executive Magistrate.

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	<p>character Certificate as per the letter issued by the Home Department, Government of Bihar vide through Letter No.-29, dated-25.01.2021</p> <p>(iii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/ State/central department/PSU.</p>	
8	Affidavit of Authorized signatory	Affidavit from authorized Signatory Refer Enclosure No-4
9	Local Office in Patna	Bidder must submit documentary evidence that he has a local office in Patna. However, the bidder can also submit an undertaking that he will set up a local office in Patna within 7 days from the issue of LOA in case he does not have an office set up in Patna.

Note: All supporting documents / documentary evidence must be valid at the time of opening the bid.

c. Technical Evaluation Criteria

Only those agencies who qualify at Pre-Qualification stage shall be considered at Technical Evaluation Stage. The following table lists down the evaluation criteria and the associated marks allotted for qualification that would be used in technical evaluations of the proposals.

S. No	Technical Evaluation Criteria / Definition	Maximum Marks
1	<ul style="list-style-type: none"> Experience of the bidder in the line of business for providing Technical Manpower (Engineers) services in India for minimum 3 years. >3-4Years: 5 Marks >4-5Years: 10 Marks >5Years: 15 Marks <p>(Supporting Documents: Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority & Financial Statements (Profit & Loss statement, Income Tax return/ GST Return) for the years in operation, certified by Auditor.)</p>	15

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2	<ul style="list-style-type: none"> Number of clients provided outsourced Technical Manpower (Engineers) (Clients belonging to Central/State Government Department/PSUs- >2- 4Clients: 10 Marks >4 - 6Clients: 20 Marks >6Clients:25 Marks (Supporting Documents-Copy of Work Order and Experience Certificate and EPF Challan with Contribution Sheet and ESIC Challan with ECR related to work Order. 	25
3	Business generated by the bidder from Technical Manpower (Engineers) services (Average of last 3 financial years FY 2019-20, FY 2020-21 & FY 2021-22). (Maximum of total 25 marks) INR 5crore - Up to INR 7 crore: 5 Marks >INR 7 crore - Upto INR 10 Crore - 10 Marks > INR 10 crore - Upto INR 15 Crore -15 Marks > INR 15 crore - 20 Marks	20
4	Experience of providing minimum Technical Manpower (Engineers) (per annum) in any one of last three financial years(Maximum-20 marks) 30-100 Manpower - 10 marks >100- 200 Manpower - 15 marks >200 Manpower - 20 marks	20
5	Team Presentation (Maximum-20 marks) (The Bidder must be present for the team presentation on the date and time as intimated by E-in-C, RWD)	20

8. INSTRUCTION TO BIDDERS

Bidders are advised to study the EOI cum RFP document carefully before submitting their bids. Submission of bid in response to this EOI cum RFP will be deemed to have been done after careful study and examination of this document and associated corrigendum (if any issued) with full understanding of its terms, conditions and implications. In support of the above, an affidavit to this effect has to be submitted by the Bidder along with pre-qualification bid proposal attached with this EOI cum RFP (as per Enclosure-4). All information included in this EOI cum Request for Proposal (RFP) is confidential and only for the knowledge of the recipient. No information included in this document or in discussions connected to it shall be disclosed to any other party.

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9. Formation of Association/ Consortium:

- i. The bidders at its own discretion are allowed to form a consortium with similar or like-minded agencies/ professionals and jointly bid for this EOI cum RFP.
 - (a) Agencies may associate with each other to form a consortium to complement their respective areas of expertise only.
 - (b) Experience, turnover or number of resources of the partners of the consortium will not be clubbed during the Pre-Qualification phase.
- ii. This consortium will bid under one name clearly specifying their prime bidder. The prime bidder will be solely responsible for meeting all terms & conditions under this EOI cum RFP and will also be responsible for all obligations arising out of contract agreement. The company and/or companies in this consortium will be jointly referred to as the bidder.
 - (a) All members of the consortium must individually / independently qualify and meet the entire criterion under Pre-Qualification.
 - (b) Any members not fulfilling any criteria of Pre-Qualification will result in the rejection of the consortium's bid.
 - (c) Members of the consortium will have to attach a joint undertaking towards the formation of consortium clearly nominating the prime bidder.
- b. **Bid Validity:** The bid should be valid for a period of 180 days from the date of opening of the bid. Offers with less bid validity may not be considered.
- c. **Mode of Submission:** In order to facilitate the evaluation by E-in-C, RWD and to ensure each bid proposal receives full consideration, the bid proposals should be accompanied by the documents as listed in the EOI cum RFP and shall be addressed to:

“The Engineer-in-chief RWD, Bihar, 5th floor Vishweshwariya Bhawan, Bailey Road, Patna-800015.

- d. **Submission of Queries:** For any queries with respect to the EOI cum RFP, bidders may send an email to enrwd@gmail.com or letter through registered post to the address mentioned in Notice inviting EOI cum RFP.
 - i. Relevant section and page number of this EOI cum RFP should be clearly mentioned with the query.
 - ii. All such queries should reach E-in-C, RWD within specified timeline as mentioned in the schedule of events.
 - iii. E-in-C, RWD will not be liable to answer any queries received after the timeline.
 - iv. The concerned authority may provide clarifications if necessary.

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10. **Rights of Engineer-in-Chief, RWD**

- a. Engineer-in-Chief, RWD reserves the right to cancel the EOI cum RFP process at any time without assigning any reason.
- b. At any time, Engineer-in-Chief, RWD may, for any reason, modify the EOI cum RFP Document by publishing an amendment. The amendment(s), if any, will be published under "Tender" section on RWD website.
- c. In order to accord prospective Bidders reasonable time to take the amendment into account, Engineer-in-Chief, RWD may, at its discretion, extend the last date for the receipt of Bids.
- d. The bidders are allowed to resubmit their bid, if required, after such amendments, within the issued deadline.
- e. If Engineer-in-Chief, RWD deems it appropriate to revise any part of this EOI cum RFP or to issue additional data to clarify an interpretation of provisions, it may issue supplements to this EOI cum RFP.
- f. Engineer-in-Chief, RWD may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through a notice on its website and/or email to all confirmed bidders, in case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- g. Engineer-in-Chief, RWD reserves the right to accept or reject any proposal, and to annul the short listing process and reject all responses at any time without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Engineer-in-Chief, RWD action.

11. **GENERAL TERMS & CONDITIONS- PREQUALIFICATION & TECHNICAL BID**

12.1 **Prequalification and Technical Bid**

- a. Eligibility criterion for the bidders to qualify this stage is clearly mentioned in the Sections for Prequalification Evaluation Criteria and Technical Evaluation Criteria respectively.
- b. Bidders are required to submit all supporting documents clearly establish the claims made in the bid proposal.
- c. Only those Bidder/s who meets all the pre-qualification evaluation criteria, on the basis of bid proposal submitted by them, would qualify for the next stage i.e. technical evaluation.
- d. Engineer-in-Chief, RWD reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. The decision of Engineer-in-Chief, RWD will be final and binding on all the bidders to this document and Engineer-in-Chief, RWD will not entertain any correspondence in this regard.
- e. Engineer-in-Chief, RWD at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in the Engineer-in-Chief, RWD opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal.

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12.2 Erasures & Alterations

Technical details must be completely filled up containing correct technical information. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material, corrections or alterations in the proposal.

12.3 Tenure of Service

The Tenure of the services will be for a period of **1 (One) year** from the date of agreement. The Agreement may be extended with an option for further period on mutual consent depending on the satisfactory performance of the bidder.

12. General Terms & Conditions - Others

The bidders who wish to submit responses to this EOI cum RFP should note that they should abide by all the terms and conditions contained in the EOI cum RFP. **If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection.**

13.1 Execution of SLA

The successful bidder will execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be provided including timelines, penalty clauses and any other conditions as may be prescribed by E-in-C, RWD and mutually agreed by the bidder. Draft Agreement is annexed (as Enclosure-1) with this RFP.

The costs and expenditure of executing the agreement should be borne by the bidder. The bidder shall execute the Agreement within 15 days from the issuance of Letter of Acceptance. The Agreement will be executed by the authorized signatory of the Bidder. 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 to submit bid(s), discuss, sign agreements /agreements with E-in-C, RWD will have to be submitted by the successful bidders.

13.2 Performance Guarantee for Work Order

The Lowest Bidder (L1) after issuance of LOA shall provide a Performance Guarantee (PG) totaling to 2.5% of the order value of one year in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna. PG will be payable by the Agency in the following original shape or combination thereof.

(a) Fixed Deposit receipt of Nationalized/Scheduled Bank within the state of Bihar.

(b) NSC issued within the state of Bihar.

(c) Bank Guarantee of Nationalized/Scheduled Bank may also be submitted within the state of Bihar.

The Bank Guarantee shall be in the format as per Enclosure-3 provided in this RFP.

The Performance Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of agreement by the agency. Agency shall ensure Performance Guarantee remains valid for entire duration of this period.

The Performance Guarantee will be returned after a period of 60 (sixty) days beyond the date of completion of successful discharge of services and completion of contractual obligations of the work order by the Agency.

13.3 Resources

The bidders must ensure that they deploy the resources as per the requirements defined in this EOI cum RFP.

Engineer-in-Chief, RWD reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by Engineer-in-Chief, RWD) during the course of assignment. The bidder will have to undertake that no such substitution would delay the project timelines.

13.4 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold Engineer-in-Chief, RWD interest's paramount and should observe the highest standard of ethics while execution of assignment. Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of Engineer-in-Chief, RWD lead to cancellation of bid. Engineer-in-Chief, RWD in its discretion may decide to blacklist or debar these bidders for suitable period besides taking other punitive measures. Decision of Engineer-in-Chief, RWD in this regard shall be final and binding.

13.5 Adherence to Standards and compliance of Laws

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that the bidder has complied with all required legal compliances and also has the necessary permission and licenses to do the job as a recruitment firm.

The Bidder will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of agreement if discrepancies/ violations are observed. E-in-C, RWD reserves the right to ascertain information from the other institutions to which the bidders have rendered their services for execution of similar projects. Any adverse feedback from such institutions may lead to rejection of the bidder.



13.6 Expenses

It may be noted that E-in-C, RWD will not pay any amount /expenses/ charges/ fees/ travelling expenses/ boarding expenses /lodging expenses/conveyance expenses/out of pocket expenses etc. for participation in the bid process.

13.7 Indemnity

The successful bidder will indemnify E-in-C, RWD and its officials and keep indemnified for against any loss or damage by executing an instrument to the effect on a Non-Judicial stamp paper that E-in-C, RWD may sustain on account of violation of patent, trademarks intellectual property rights, losses incurred due to malfunctioning of the proposed solution, interruption in use or unavailability of data, breach of confidentiality, any gross negligence by the employees of the successful bidder etc.

The agency will at its own expense, defend and indemnify E-in-C, RWD and its officials against all third-party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by bidder. Agency will provide infringement remedies and indemnities for third party products, on a pass-through basis. The agency will expeditiously extinguish any such claims and will have full rights to defend it there from. If E-in-C, RWD is required to pay compensation to a third party resulting from such infringement, the bidder will be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a bidder approved settlement. E-in-C, RWD will issue notice to the agency of any such claim without delay and provide reasonable assistance to the agency in disposal of such claim, and will at no time admit to any liability for, or express any intent, to settle the claim. The agency will also reimburse all incidental costs, which E-in-C, RWD incurs in this regard.

In the event of the agency not fulfilling its obligations under this clause within the period specified in the notice issued by E-in-C, RWD. He has the right to recover the amounts due to it under this provision from any amount payable to the agency under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

13.8 Dispute Resolution

If any dispute of any kind whatsoever arises between Engineer-in-chief, RWD and the successful bidder in connection with or arising out of the contract, including without prejudice

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to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation an appeal may be filed to the Secretary, Rural Works Department, Government of Bihar. If still unresolved then all legal disputes are subject to the jurisdiction of courts at Patna.

13.9 Confidentiality

This document contains information confidential and proprietary to E-in-C, RWD. Additionally, the agency will be exposed by virtue of the activities to be undertaken under the agreement to the internal business information of E-in-C, RWD. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the agency, premature termination of the agreement, and/or legal action against the agency for breach of trust.

Selected agency/agencies will have to sign a legal non-disclosure agreement with E-in-C, RWD before starting any project.

The agency (and its employees) will not, unless E-in-C, RWD gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or agreement, or any specification, plan, drawing, pattern, sample or information furnished by E-in-C, RWD (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or agreement. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

The agency, its employees and agents will not, without prior written consent from E-in-C, RWD, make any use of any document or information given by E-in-C, RWD or its Authorized Personnel's, except for purposes of performing the agreement award. In case of breach, E-in-C, RWD will take such legal action as it may be advised. The agency has to maintain confidentiality even after completion/ termination of the agreement.

13.10 Governing Law and Disputes

The Bid and subsequent Agreement with the selected agencies will be governed in accordance with the Laws of State of Bihar and/or India and will be subject to the exclusive jurisdiction of Courts in Patna.

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13.11 Limitation on Promotion

The agency will agree to make no reference of E-in-C, RWD for the procurement of services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without express prior written consent of E-in-C, RWD.

13.12 Authorized Signatory

The selected agency/agencies will indicate the authorized signatories who can discuss and correspond with E-in-C, RWD, with regard to the obligations under the agreement.

The selected agency/agencies will submit with the pre-qualification bid proposal a certified copy of the extract of the resolution of their Board, authenticated by Company "Engineer-in-chief, RWD, Bihar", authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/agreements with E-in-C, RWD. The agency will furnish proof of signature identification for above purposes as required by E-in-C, RWD.

Neither the agreement nor any rights granted under the agreement will be sold, leased, assigned, or otherwise transferred, in whole or in part by the agency, and any such attempted sale, lease, assignment or otherwise transfer will be void and of no effect without the advance written consent of E-in-C, RWD.

If the agency undergoes a merger or demerger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the agency after award of work will be considered to be assigned to the new entity provided that such an act is as per applicable law in India and will not affect the rights of E-in-C, RWD under the executed service level agreement. However, information is required to be mandatorily given by the agency in this regard immediately.

13.13 Audit

E-in-C, RWD reserves the right to conduct an audit/ ongoing audit of the services provided by the agency. E-in-C, RWD would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in house team, third party independent auditors or reputed management consultants at specified intervals with prior information to the successful bidder. The bidder to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings as part of the audit at no cost to RWD. E-in-C, RWD reserves the right to call upon all the applications screened / data that pertains to its requirements in the event of any judicial proceedings.

The external and internal auditors of E-in-C, RWD will be given right to review internal controls of the Agency. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to E-in-C, RWD.

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13.14 No Commitment to accept Lowest or any Offer/Bid

E-in-C, RWD will be under no obligation to accept the lowest or any other offer received in response to this RFP and will be entitled to reject any or all offers without assigning any reason whatsoever. E-in-C, RWD has the right to re-issue the bid. E-in-C, RWD reserves the right to make any changes in the terms and conditions of the RFP that will be informed to all the bidders. E-in-C, RWD will not be obliged to meet and have discussions with any bidder, and/ or to listen to any representations once their offer/ bid are rejected. Any decision of E-in-C, RWD in this regard will be final, conclusive and binding upon the bidder.

13.15 Other General Conditions

E-in-C, RWD reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence whatsoever will be entertained in the matter. Any technical bid submitted cannot be withdrawn/ modified after the last date for submission of the bids.

Each offer may include alternatives/add-ons that provides rich solution adding value to the E-in-C, RWD and its staff. To assist in the scrutiny, evaluation and comparison of offers E-in-C, RWD may, at its discretion, ask some or all bidders for clarification on their offer. The request for clarification and the response will be in writing and no change in the price or substance of the bid will be sought, offered or permitted.

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APPENDICES

FORM PQ -1: Pre-Qualification Proposal Submission Form

[On the Letterhead of the Applicant (Lead Member of Consortium)]

Ref No:

Date:

To,

The Engineer-in-chief
RWD, Bihar
5th Floor, vishweshraiyabhawan,
Bailey Road, Patna-800015

Subject: Submission of Pre-Qualification Proposal in response to the EOI cum RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell, Rural works Department, Government of Bihar.

Dear Sir,

1. With reference to your EOI cum RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification proposal for **"Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell, Rural works Department, Government 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 180 (One Eighty) days from the Proposal Due Date specified in the EOI cum 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.

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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 EOI cum 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 EOI cum 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 EOI cum RFP document, in respect of any bid 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 EOI cum 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 EOI cum 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 Bihar] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.

[Handwritten signature]

15. I/We agree and understand that the Proposal is subject to the provisions of the EOI cum 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 EOI cum 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 EOI cum RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

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FORM PQ - 2: Particulars of the Applicant

(On the Letterhead of the Applicant)

Details about the bidder

Sl. No.	Parameter	Details
	Name of Agency	
	Legal Status (Public Ltd Company / Private Limited Company / Corporation / Partnership/ Proprietorship etc)	
	Country of Incorporation	
	Year of commencement of business	
	Principal place of business	
	Name of the Authorized Signatory	
	Designation of the Authorized Signatory	
	Name of the Company of the Authorized Signatory	
	Address of the Authorized Signatory	
	Phone/Mobile Number of the Authorized Signatory	
	E-Mail Address of the Authorized Signatory	
	Has the Bidder been penalized by any organization for poor quality of work or breach of agreement in the last five years? (Yes/No)	
	Has the Bidder or any of its Associates suffered bankruptcy / insolvency in the last five years (Yes/No)	
Signature /Name / Designation of Authorized Signatory		

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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 bidder for..... 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 "Engineer-in-chief, RWD, Bihar" representing us in all matters before the RWD, Govt. of Bihar (GoB), signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the RWD, 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 RWD, 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 Authorized 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 Authorized 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.

2.

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. 1000 (one thousand) 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. In case the Application is signed by an authorized 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.

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FORM PQ - 4: Format for Letter of Association

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

Ref. No.:

Date:

To,

The Engineer-in-chief,

RWD, Bihar

5th Floor, vishweshraiyaBhadwan, Bailey Road, Patna-800015

Subject: Submission of Pre-Qualification Proposal in response to the EOI cum RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell, 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 EOI cum RFP document.

We have agreed that <<Name and Designation of Authorized 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 EOI cum RFP further, the authorized 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: FINANCIAL CAPACITY OF THE BIDDER

(To be submitted along with pre-qualification bid)

Certificate from Statutory Auditor:

This is to certify that _ _ _ _ _ (name of the Bidder) has received the payments shown below against the respective years on account of professional fees from recruitment related services.

Sl. No.	Financial Year	Annual Revenue (INR crore)
1)	2019-20	
2)	2020-21	
3)	2021-22	

(Signature, name and designation of the Authorized signatory)

Date and Seal of Audit Firm

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FORM PQ-6: Self-certificate of work experience of bidder

(To be submitted along with supporting documents in pre-qualification bid)

This is to certify that <Bidder Name> have requisite work experience and worked with reputed clients in past, details are as follows:

Financial Year	Name of the client	Related LoA No/ Agreement No/ etc.	Date of LoA No/ Agreement No/ etc.	Page No. (Pre-qualification proposal)	Size of client	
					Employee Size	Annual Revenue/ Project size
2021-22						
2020-21						
2019-20						

(Signature, name and designation of the Authorized signatory)

Date:

Name of Bidder and Seal:

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TECHNICAL FORMS

FORM TECH- 1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To,

The Engineer-in-chief,

RWD, Bihar,

5th Floor, vishweshraiyaBhawan, Bailey Road, Patna-800015

Subject: Submission of Technical Proposal in response to the EOI cum RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell, Rural works Department, Govt. of Bihar.

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, 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 EOI CUM RFP: "We are hereby submitting our Proposal, which includes Pre qualification, 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."].*

{OR

If the bidder'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.

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- (c) We meet the eligibility requirements as stated in EOI cum RFP, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices.
- (d) We, along with any of our sub-consultants, suppliers, or service providers for any part of the agreement, 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.
- (e) 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.
- (f) 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 Agreement 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 Consultant (company's name):

In the capacity of: _____

Address: _____

Contact information (phone/mobile and e-mail): _____

Handwritten signatures and initials in blue ink.

FORM TECH-2
PROJECTS UNDERTAKEN

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name and address of Client:	Amount offer received by your firm (INR):
Number of employees in client organization:	Turnover of client organization:
Start date (month/year):	Completion date (month/year):
List of positions recruited:	
Scope of services (Maximum 500 words) :	

(Signature, name and designation of the Authorized signatory)

Date:

Name of Bidder and Seal:

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FORM TECH 3: WORK EXPERIENCE OF BIDDER

(To be submitted along with supporting documents in Technical bid)

This is to certify that <Bidder Name> have requisite work experience and worked with reputed clients in past, details are as follows:

Financial Year	Name of the client	Related LoA No/ Agreement No/ etc.	Date of LoA No/ Agreement No/ etc.	Page No. (Technical proposal)	Size of client	
					Employee Size	Annual Revenue/ Project size
2021-22						
2020-21						
2019-20						

(Signature, name and designation of the Authorized signatory)

Kindly attach Relevant Proofs (For completed Assignment - Completion Certificate, For Ongoing Assignment - Work Order/LOA/Agreement Copy/Engagement Letter Certificate with Assignment in Process (AIP) 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 assignments.

Date:

Name of Bidder and Seal:

Signature   

FINANCIAL FORMS

FIN FORM-1

FINANCIAL SUBMISSION BID FORM

From.

[Name, address and telephone nos. of the bidder]

To

The Engineer-in-chief,

RWD, Bihar"

5th Floor, vishweshraiyaBhawan, Bailey Road, Patna-800015

Sub: - Submission of Financial Bid for "Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell, Rural works Department, Govt. of Bihar."

Dear Sir,

We, the undersigned ,offer for Providing aforesaid services to E-in-C, RWD for a period of One years in accordance with your EOI cum 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 figures*]. This amount is exclusive of the applicable GST. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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.

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 with address:

Handwritten signature and initials

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FIN FORM-2

Financial Proposal

Sl. No.	Package	No. of Independent Engineer to be supplied	Remuneration including all statutory charges (Per Month Per Resource) (in INR)	Total Amount per Month (In INR)	Total Amount Per Year (In INR)	Consultancy Charges in terms of % of Total Amount per year(TO BE QUOTED BY THE BIDDER)	Consultancy Charges in INR per year(TO BE QUOTED BY THE BIDDER)
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Note:

1. The Consultancy Charge quoted must be in compliance with the provisions as laid out in the Finance Department, Govt. of Bihar Resolution No. 2988 dated 23.03.2023 (enclosed as Annex. To Financial Bid).
2. It is to be noted that the consultancy charge quoted in Rupees must be in compliance with the rate as indicated in percentage terms in the aforesaid Resolution.
3. GST shall be paid additionally as per the applicable rates.
4. The Consultancy Charge against the services shall remain constant throughout the duration of the contract.
5. Copy of proof of payment of all statutory dues as well as remuneration payments of previous month are to be submitted along with the monthly bill.
6. Payment to the agency against bills shall be made after all statutory deductions at prevailing rates and only after confirmation of payment of previous month to the account of Independent Engineer s through RTGS/NEFT.
7. Bidders can participate in any one or more packages.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



ANNEXURE TO FINANCIAL BID

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पत्रांक-एम-4-06/2023-2388/वि०,

बिहार सरकार

वित्त विभाग

संक्षेप

विषय :- आउटसोर्सिंग के माध्यम से मानव बल की सेवाएँ प्राप्त करने एवं पारिश्रमिक भुगतान हेतु प्रक्रिया निर्धारण के सम्बन्ध में।

समिति विभागों एवं विभागान्तर्गत कार्यालय बोर्ड/निगम/सोसाइटी इत्यादि के द्वारा आउटसोर्सिंग के आधार पर निम्न प्रकार के मानव बल की सेवाएँ प्राप्त की जा रही हैं। इस क्रम में विभिन्न विभागों द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने की प्रक्रिया में सेवा शुल्क की दर के सम्बन्ध में वित्त विभाग से परामर्श की अपेक्षा की जा रही है।

2. ऐसा माना जा रहा है कि इस प्रकार की निविदा के क्रम में कई निविदादाता द्वारा निविदा प्राप्त करने हेतु न्यूनतम बोली के रूप में सेवा शुल्क की औपचारिक दर (मिमी. 1.00 रुपये से भी कम) अंकित कर दिया जाता है। इस प्रकार के दर का कुप्रभाव सेवा दे रहे मानव बल के पारिश्रमिक पर पड़ता है, क्योंकि ऐसी स्थिति में एजेंसी द्वारा सेवा शुल्क की भरपाई हेतु अनुचित तरीके अपनाने की संभावना रहती है।

3. ऐसी स्थिति में सेवा शुल्क की दर के साथ-साथ आउटसोर्सिंग से प्राप्त मानव बल के न्यूनतम पारिश्रमिक एवं अन्य वैधानिक देयता का भुगतान तत्समग सुनिश्चित कराये जाने हेतु प्रक्रिया एवं दिशा-निर्देश निर्धारित किये जाने की आवश्यकता है। वित्त मंत्रालय, बजट प्रभाग, भारत सरकार के Office Memorandum संख्या-F.6/1/2023-PPD दिनांक-06.01.2023 द्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवाएँ प्राप्त करने हेतु सेवा शुल्क की न्यूनतम एवं अधिकतम दर निर्धारित की गई है।

4. सम्बन्ध विभागद्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क की दर एवं ऐसे मानव बल के पारिश्रमिक का सततभ भुगतान हेतु निम्नलिखित प्रक्रिया निर्धारित की जाती है:-

(i). आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 2.85 प्रतिशत (2 प्रतिशत लागू और 0.85 प्रतिशत सम्प्रेषण शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (सम्प्रेषण शुल्क सहित) होगी। इसी आधार पर निविदा आमंत्रित की जायेगी।

(ii). उक्त निर्धारित न्यूनतम सेवा शुल्क की अधिसीमा से न्यून एवं निर्धारित अधिकतम सेवा शुल्क की अधिसीमा से उच्च दर अंकित करने वाले निविदादाता की वित्तीय निविदा विचारणीय नहीं होगी। सेवा शुल्क के दर में अंकित रूप में दर्शमजत के परताता 2 अंक से आगे अंकित अंक को गणना नहीं कर दिया जायेगा।

(iii). निविदा में यदि एक से अधिक निविदादाता द्वारा उद्धृत (Quoted) न्यूनतम सेवा शुल्क की दर समान पाई जाती है तो ऐसी स्थिति में लॉटरी के माध्यम से निविदा का निष्पादन किया जायेगा तथा इस पूरी प्रक्रिया की विधिवत कक्षा की जायेगी। निविदा के निष्पादन की पूरी प्रक्रिया में बिहार वित्त नियमावली के सुसंगत प्रावधानों का अनुपालन अपेक्षित होगा।

(iv). मानव बल को भ्रम सम्बन्ध विभाग द्वारा निर्धारित न्यूनतम मजदूरी एवं उस पर लागू वैधानिक देयता का भुगतान अनिवार्य होगा और इसे निविदा (Bid) का आधार नहीं बनाया जायेगा।

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(v) घटित एजेंसी द्वारा सेवा प्रदान कर रहे मानव बल को प्रतिमाह पारिश्रमिक के भुगतान में कम संसाधन विभाग, बिहार सरकार द्वारा अविमुक्त न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा। इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबंध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा। यह भुगतान सेवा प्राप्त कर रहे विभाग/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को रजिस्टर विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंसी द्वारा किया जायेगा। संबंधित कर्मचारी/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र की आशंक से राशि का भुगतान किया जाना होगा। साथ ही सभी वैधानिक कटौती की राशि को समय पर संबंधित प्राधिकार (यथा, कर्मचारी भविष्य निधि समितन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंसी द्वारा जमा करना होगा।

(vi) आउटसोर्सिंग एजेंसी द्वारा कर्मचारी/मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबंध खाते में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा। साथ ही वैधानिक कटौती/देयता (यथा, कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य संबंधित वैधानिक प्रतिवेदन में आउटसोर्सिंग एजेंसी द्वारा सेवा प्राप्त कर रहे विभाग/प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा।

अदेश :- अदेश दिया जाता है कि इस संकल्प को बिहार राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

बिहार राज्यपाल के आदेश से,

(निकेश कुमार सिंह)
सचिव (संसाधन)

आपांक-एम-4-06/2023-2988/वि० पटना, दिनांक 23/03/2023
प्रतिलिपि-प्रधान महालेखाकार (ले० एवं ह०), बिहार, दीरघन्त पटेल पथ, पटना को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)

आपांक-एम-4-06/2023-2988/वि० पटना, दिनांक 23/03/2023
प्रतिलिपि-मुख्य सचिव, बिहार/विकास आयुक्त, बिहार/सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव/सभी प्रमुखीय आयुक्त/सभी जिला पदाधिकारी एवं सभी कोषागार पदाधिकारी, बिहार को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)

आपांक-एम-4-06/2023-2988/वि० पटना, दिनांक 23/03/2023
प्रतिलिपि-माननीय वित्त मंत्री के आरा सचिव/अपर मुख्य सचिव के आरा, वित्त विभाग, बिहार, पटना को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)

आपांक-एम-4-06/2023-2988/वि० पटना, दिनांक 23/03/2023
प्रतिलिपि-ई-गवर्न प्रशाखा, वित्त विभाग, बिहार, पटना को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)

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ENCLOSURE-I

AGREEMENT FOR SERVICES

This Agreement for Services entered in to on the date _____

BETWEEN

Engineer-in-Chief, RWD 5th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015 Bihar, here in after referred to as "E-in-C, RWD" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns and successors in business of the FIRST PART

AND

_____, a company registered under the Companies Act 1956 having its registered office _____ at _____ hereinafter referred to as "Agency" which expression shall unless it be repugnant to the context be deemed to include its permitted successors and assigns of the OTHER PART.

WHEREAS

E-in-C, RWD had sought proposals as per the notice inviting tenders called EOI cum RFP for Selection of Service Providing Agency to Supply Technical Manpower (Independent Engineers) For Quality Monitoring Cell Rural works Department. with reference number E-in-C, RWD/dated _____ issued by E-in-C, RWD hereinafter called "Expression of Interest cum Request For Proposal" or "EOI cum RFP", from reputed recruitment agencies to help in hiring of positions as approved by its Governing Body.

2. The Agency having represented to E-in-C, RWD that it has required professional skills, Independent Engineers and technical resources to carry out the services mentioned in the RFP.
3. E-in-C, RWD has accepted the Financial proposal of the Agency post being responsive at Technical Evaluation Stage through their bids to the EOI cum RFP and clarifications and / or presentations to provide services to E-in-C, RWD as per the Terms and Conditions set forth herein vide Letter of Acceptance No. dated _____
4. Pursuant to this understanding, the Parties have mutually agreed to execute this

[Handwritten signatures]

Agreement on certain specific terms and conditions here in after specified.
Included are:

Annexure A	Scope of Services-Recruitment Process Management Services
Annexure B	Service Level Agreement (SLA) and Consultancy Fee
Annexure C	Exclusions to this Agreement
Annexure D	EoI cum RFP issued vide Ref

5. The Agreement shall be designated by the Number QMC, RWD/ <unique agreement Number > _____/20____ dated _____ 20____, which will be referred to in all correspondence.

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERE TO AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement and annexure (s) attached here with and shall include any subsequent written modifications and amendments there to.
- 1.2 "Candidates" shall mean suitably qualified persons, who fulfill the job requirements' criterion of E-in-C, RWD and who are interested in exploring employment opportunities as an outsourced resource for an agency for QMC, RWD.
- 1.3 "CVs/ Resume" shall mean biodata of such persons, as described in 1.2 here in above, who are interested in exploring employment opportunities as an outsourced resource for an agency for E-in-C, RWD.
- 1.4 "Work openings" shall mean any open job position to be filled by a suitable candidate assigned to Agency by E-in-C, RWD.
- 1.5 "Work offer" shall mean an offer for employment to a candidate.
- 1.6 "Consultancy Fee" shall mean professional charges payable to the Agency by E-in-C, RWD, towards delivering various services as detailed in this agreement.
- 1.7 "Confidential Information" shall mean all specialized technical know-how, information, data and other confidential and proprietary information including but not limited to commercial, legal, financial, technical, business related information relating to the business of E-in-C, RWD, employees,

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partners, etc., which may be furnished by E-in-C, RWD or the partner to which the Agency or E-in-C, RWD may have access pursuant to this Agreement, whether protected under law or not.

- 1.8 **"Party"** and **"Parties"** shall mean E-in-C, RWD and the Agency individually or collectively as the context may require.
- 1.9 **"Services"** shall mean the services relating to recruitment process management and candidate sourcing required to be provided by the Agency to E-in-C, RWD under the terms of this Agreement or any attached and agreed upon Scope of Services set out here with.
- 1.10 **"Gross Remuneration"** shall mean consolidated fee payable to the Independent Engineer as indicted in the EOI cum RFP.
- 1.11 **"Third Party Vendors"** shall include any organization(s) that the Agency may involve towards fulfillment of various services (including background verification process) listed in the scope of this agreement.

2. **APPOINTMENT OF THE AGENCY**

- 2.1 E-in-C, RWD hereby appoints the Agency for providing the Services to QMC, RWD in Bihar under the terms and conditions stated under this Agreement.
- 2.2 E-in-C, RWD reserves its right to extend/renew the appointment of the Agency for such period or periods as may be necessary, depending upon the exigencies relatable to the Services for which the Agency is engaged by E-in-C, RWD .
- 2.3 The Agency shall exercise its best endeavors to ensure that the Services are provided to RWD in an effective and timely manner in accordance with the terms and conditions of this Agreement.
- 2.4 In providing the Services, the Agency shall ensure that Candidates who are eligible and suitable for the job descriptions as communicated by QMC,, RWD to the Agency and put into writing, shall be submitted to QMC, RWD.

3. **PERFORMANCE OF SERVICES**

- 3.1 The Agency shall provide the necessary equipment, personnel and render the Services in an efficient and timely manner as contemplated under this Agreement. The Agency agrees to exercise all efforts to render the services in work manlike manner with professional diligence and skill in accordance with the specifications and requirements of QMC, RWD .

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- 3.2 QMC, RWD shall provide the job descriptions and/ or other requirements in order to enable the Agency for providing Services under this Agreement.

4. CONSIDERATION

- 4.1 Subject to the provisions of this Agreement, E-in-C, RWD will pay the Agency for the Services provided in this Agreement in accordance to the terms and conditions attached in this Agreement.
- 4.2 All payments received by the Agency in providing Services to QMC, RWD pursuant to this Agreement under this Agreement, are subject to deduction of relevant taxes. All applicable government taxes and duties of whatever nature will be charged extra at prevalent rates by the Agency.
- 4.3 The Consultancy Fees are inclusive of expenses which will be borne by the Agency. All engagement specific expenses listed below but not limited to, will not be paid separately by E-in-C, RWD to the Agency:
- a) Travel and boarding/lodging expenses of the Agency to visit E-in-C, RWD office(s) or any other location for rendering services to E-in-C, RWD.
 - b) Hiring of an external venue (if required).
 - c) Travel reimbursements (if any) paid to the out station candidates.
 - d) Cost of conducting any other specific activities, advertisements or campaigns.
 - e) Communication expenses of any nature.
 - f) Cost of conducting any kind of tests, if required, including (but not limited to) cognitive ability tests, background verifications, etc.
 - g) Any other out of pocket expenses made.
- 4.4 Agency will raise an invoice for all successfully joined candidates after the candidate has reported to E-in-C, RWD, in accordance with the terms and conditions of this agreement & its annexure and the financial proposal that would be submitted by the Agency against specifications of recruitment provided by E-in-C, RWD. The invoices raised should clearly indicate deductions on account of penalty as per relevant Clause of this agreement. The invoices raised should be supported with details of deductions, as applicable.
- 4.5 No relocation costs, joining bonus, notice period pay out etc will be borne by E-in-C, RWD.

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- 4.6 E-in-C, RWD will make payment of all undisputed invoices within thirty (30) days.
- 4.7 No mobilization cost or upfront fee or advance will be payable to the agency.

5. PERFORMANCE GUARANTEE for the WORK ORDER

The Lowest Bidder (L1) before placement of work order shall provide a Performance Guarantee (PG) totaling to 2.5% of the order value of one year in favour of "Engineer-in-chief, RWD, Bihar" payable at Patna. PG will be payable by the Agency in the shape as mentioned below:

- Indian Post Office term deposit 1 year/ 2 year/ 3 year; National saving Certificate; duly endorsed by the Competent Postal authority in Bihar.
- Fixed deposit receipt of a Schedule bank in Bihar and shall be pledged in favour of the "Engineer-in-chief, RWD, Bihar.
- Unconditional bank guarantee from any scheduled Indian bank issued within the state. (If issued from any bank outside state will be converted to any bank within the state before executing the agreement.)

The Performance Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of agreement by the agency. Agency shall ensure Performance Guarantee remains valid for entire duration of this period.

The Performance Guarantee will be returned after a period of 60 (sixty) days beyond the date of completion of successful discharge of services and completion of contractual obligations of the work order by the Agency i.e., after the expiry of the free replacement period from the date of joining of the last hiring made by the Agency.

The Performance Guarantee may be invoked upon:

- Any breach by the Agency of the obligations under the Agreement and the RFP, for reasons attributable to the Agency for the same.

6. INDEMNIFICATION

Agency indemnifies and holds E-in-C, RWD and its officials harmless from and against any loss, damage or liability suffered by E-in-C, RWD resulting from any breach of this Agreement or any other agreement or statutory obligations by, negligence or willful misconduct of, the partner or any person engaged by it to perform the Services.

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Agency indemnifies and holds E-in-C, RWD and its officials harmless from and against any claim brought against it or its employees, agents and directors etc. by a third party alleging that the Services or any material furnished in the performance of the Services by Agency infringes the patent, copy right, trademark, design right, trade secret or other intellectual property right of the third party.

Indemnification value will be capped at the value of the agreement awarded. All liability will be limited to the value of the agreement awarded.

7. OBLIGATIONSOE E-in-C, RWD

- 7.1 E-in-C, RWD shall provide at a minimum, the following to the Agency and its employees for its performance under this Agreement.
 - a) Work Descriptions for each job to be hired by E-in-C, RWD
 - b) Details of Bihar Government's Reservations' Policy
 - c) Work space along with internet connectivity for on site resources of Agency, if necessitated and mutually agreed by both parties.
 - d) Access to E-in-C, RWD cafeteria (if any).
- 7.2 E-in-C, RWD shall detail the requisition for recruitment of Candidates from time to time with regard to the number of Candidates.
- 7.3 E-in-C, RWD shall notify the Agency in writing in the event of any change in the requirements in relation to the Services required by E-in-C, RWD.
- 7.4 E-in-C, RWD shall ensure the required co-operation for the purposes of this Agreement and also on issues like important dates, policies and code of conduct.
- 7.5 E-in-C, RWD will not solicit or entertain direct application from any candidate for recruitment against positions that have been offered to selected agencies for hiring.
- 7.6 E-in-C, RWD will provide access to various stake holders with in its organization including business managers, human resource personnel and key management executives as may be required for successful execution.

8. Dispute Resolution

If any dispute of any kind whatsoever arises between ENGINEER-IN-CHIEF, RWD and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation an appeal may be filed to the "Engineer-in-chief,

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RWD, Bihar" , Rural Works Department, Government of Bihar. If still unresolved then all legal disputes are subject to the jurisdiction of courts at Patna.

9. RECORDS AND INSPECTION

- 9.1 The Parties shall maintain complete and accurate records for the Services provided by under this Agreement for a period of at least one (1) year even after the expiry or termination of this Agreement.
- 9.2 The Agency and E-in-C, RWD represents and warrants to the other party that all records to be maintained and reports to be furnished under this Agreement shall be complete and accurate in all material respects.

10. CONFIDENTIALITY

The Parties recognize that, by virtue of this Agreement, it will be given and have access to Confidential Information. The Parties undertake not to divulge or communicate to any person other than the job applicants, upon approvals, (unless required by law or by any regulation or by any governmental authorities or with proper authority) or use or exploit for any purpose whatsoever, any of the Confidential Information which the Parties may receive or obtain as a result of entering into this Agreement and the Parties shall use its reasonable endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction on the Parties shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of either Party, or was already known to the Party prior to the disclosure by. In this regard, the Agency shall execute and cause all its employees, personnel, etc. providing Services under the Agreement to execute a Non-Disclosure Agreement with E-in-C, RWD, in a form and manner acceptable to E-in-C, RWD .

11. TERM AND TERMINATION

- 11.1 The duration of this Agreement shall be initially for a period of 1 (One) year commencing from _____ 20____ ("Effective date" i.e. date of entering into this agreement) which shall be further extendable on the basis of performance of the Independent Engineer till the availability of technical manpower. The Agreement may be extended with an option for further periods on mutual consent depending on the satisfactory performance of the bidder.
- 11.2 Either Party may terminate this engagement with a minimum 30 days prior written notice. In the event either party wants to terminate this agreement without prior

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- notice then, the party interested in the foreclosure will be liable to pay a termination fee of INR 2,00,000 (Rupees two lacs) for every 5(five) days short of assigned notice period of 30days.
- 11.3 The terms of this agreement are limited to the scope of work highlighted in this agreement. The terms of any future engagements may be discussed and mutually agreed. The terms of this agreement will have no bearing whatsoever on the terms of future engagements.
- 11.4 Either Party may terminate this Agreement by written notice of thirty (30) days. In the event a party terminates this Agreement the Agency will be paid for all work performed under this Agreement up to the date of termination except for any disputed payment or Services.
- 11.5 In no event either party shall claim any amounts by way of liquidated damages or consequential damages such as loss of direct or indirect profits, loss of reputation and goodwill or any other payments as a consequence of termination, other than any entitlements arising under this Agreement.
- 11.6 E-in-C, RWD may decide to continue the use of some of the services provided by the Agency as per the terms of this Agreement or at terms mutually agreed upon.
- 11.7 In case the services of the Agency are not found satisfactory, or there is a breach of any of the terms & conditions of the agreement and/or fails /neglects to carry out any instruction issued to it by E-in-C, RWD from time to time, the same can be terminated by E-IN-C, RWD on giving a notice of one month.

12. CONSEQUENCES OF TERMINATION

- 12.1 In the event E-in-C, RWD hires a candidate after expiry or termination of this agreement but such candidate has been referred or processed by the Agency and hired by E-in-C, RWD as a direct result of Agency's efforts, Agency shall be entitled to relevant Consultancy Fees as per the following terms:
For candidate(s) who was recommended for the position by the agency, the Agency shall be entitled to relevant Consultancy Fees for every candidate who reports to E-in-C, RWD anytime within 6months of the date of expiry of this agreement.
- 12.2 Upon termination of this agreement by either party, Agency agrees to transferor destroy, at E-in-C, RWD option, all E-in-C, RWD related information artifacts, including but not limited to user accounts, application form and related documents such as resume, documents, all communication with any applicant and any E-in-C, RWD -generated

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software artifacts within 30 days.

- 12.3 The Agency will provide E-in-C, RWD all the data being managed on Agency software/application in a standard CSV data format in cases of termination or completion of the agreement. The Agency will not be responsible for data migration to any existing or new IT system/application that E-in-C, RWD may decide to use post the termination of the agreement.

13. MISCELLANEOUS

- 13.1 Force Majeure: In the event, if either Party is prevented from performing or is unable to perform any of its obligation under this Agreement resulting directly from causes beyond the reasonable control of such Party, such as but not limited to, acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, transportation embargoes, epidemics, acts of government, its agencies or officers or any other legitimate cause beyond the reasonable control of the Parties invoking this Section and if such Party shall have used its best efforts to mitigate its effects, such Party shall notify the other Party of the occurrence of such cause in writing and the time allowed for performance by the effected Party will be extended for the duration of such cause. Notwithstanding the foregoing, if such Party is not able to perform within two (2) months after the event giving rise to Force Majeure, then the other Party shall have the right to terminate this Agreement by giving one (1) month's written notice. Neither Party shall be liable to the other Party for any reason with respect to the termination of this Agreement as a result of an event of Force Majeure.
- 13.2 Entire Agreement: This Agreement shall constitute the entire agreement between the Parties here to relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertaking or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties here to or acknowledgement over official email IDs. Subsequent schedules or addendums can be added with mutual agreement and will be considered as whole part of this Agreement.
- 13.3 Publication: The Agency hereby expressly agrees that it will keep the existence and nature of this Agreement confidential and any acknowledgment or circular relating to the existence or the subject matter of this Agreement shall first be approved by E-in-C, RWD as to its content, form and manner of publication. The

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Agency shall not publicize any information pertaining to this Agreement and also shall not provide any information to the media as to title recruitment process, methods, projections etc. relating to E-in-C, RWD without seeking the prior written consent of QMC, RWD.

- 13.4 **Waiver:** It is expressly understood that if both Party on any occasion fails to perform any term of this Agreement and the other Party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 13.5 **Severability:** Each section of this Agreement is severable. If any provision is held unenforceable by a court of competent jurisdiction, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in effect.
- 13.6 The Agency shall not use any logo, trademark or other form of marks related to E-in-C, RWD in any of its advertising, marketing, or other business purpose what so ever without the prior written permission of E-in-C, RWD .
- 13.7 **Third Party Usage :** The Agency will not select other recruitment sourcing vendors for all "Candidate Sourcing" led activities as mentioned in this RFP. For additional services such as Assessment & Interviewing, Background checks etc. the Agency may use services of other trusted third-party vendors(if required) under written intimation to E-in-C, RWD .
- 13.8 **Non-Solicitation :** Agency shall not, directly solicit any, Person RWD employee to leave E-in-C, RWD employment during the term of this agreement.
E-in-C, RWD will not solicit, directly or through any third party, any Agency employee to leave Agency's employment during the term of this agreement.
- 13.10 **Risk Management** - The Agency will deliver the services as per terms and conditions of the agreement and LoA. In case the agency fails to execute the order either in terms of timeline or quality , E-in-C, RWD reserves the right to procure the same services from elsewhere at the risk and cost of the agency and any extra expenditure incurred due to this arrangement is payable by the agency.
14. **PENALTY**
- 14.1 The Agency would provide shortlist of recommended candidates to E-in-C, RWD for positions awarded to it within 30 days from the issue of work order to the Agency. In case Agency is not able to do so, 2% of the total hiring fee for the position (amount for which LoA has been issued) will be deducted by E-in-C, RWD as penalty on account of unsatisfactory performance beyond 30 days and up to 45 days.

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- 14.2 Further, if the Agency is not able to provide shortlist of requisite candidates to E-in-C, RWD for positions awarded to it beyond 45 days and up to 60 days from the issue of LoA to the Agency, 10% of the total hiring fee (amount for which LoA has been issued) will be deducted by E-in-C, RWD as penalty on account of unsatisfactory performance.
- 14.3 In case the Agency is not able to provide shortlist of requisite candidates beyond 60 days, then E-in-C, RWD will have the right to take penal actions against the Agency in terms of Blacklisting/ Debarment in participating in further bid of the Department/ Forfeiting of the Performance Guarantee submitted by the agency. Decision of E-in-C, RWD in this regard shall be final and binding.

RELATIONSHIP BETWEEN PARTIES

The Parties hereby expressly agree that either party shall not be deemed either directly or indirectly to be the employer, franchiser, agreement or principal of the other party or the staff / employees of the party and this Agreement has been executed expressly on a principal to principal arrangement.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as official date written here in

E-in-C, RWD

<Name of Agency>

Signature

Signature

Engineer-in-chief, RWD, Patna,
Bihar.

.....
Witness

Witness

Signature

Signature

Date:

Date:

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Annexure A-Background Verification

The Agency would perform background verification and submit Background Verification (BGV) report to E-in-C, RWD , clearly indicating the agency's recommendation whether the candidate recommended for joining is based on the findings in the BGV report. The BGV Report should cover relevant academic qualifications, testimonials and other particulars as mentioned by the candidate in his/ her application. The BGV report should also indicate that the candidate have no adverse police record /criminal record against the candidate.

The Agency will provide list of applicants received from all channels for the jobs and Agency will mutually agree on the format(s), frequency and sharing method of each report. The Agency will provide detailed information's and when required by E-in-C, RWD .

The Agency will handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of Bihar and/or decision of Hon'ble Supreme Court /High Court.

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ANNEXURE B

Service Level Agreement (SLA) and Consultancy Fee

Consultancy Fee

Candidate Sourcing Fee will be calculated on the basis of the financial proposal that would be submitted against requirement provided by E-in-C, RWD. Financial proposal format is provided here with by E-in-C, RWD along with the EOI cum RFP. Financial proposal ("Commercial quote") as submitted by the Agency, will form an integral part of the Agreement.

Service Level Agreements & Metrics

The following metrics will be tracked through the engagement.

Offer Abort - If the work order for the position is revoked, E-in-C, RWD will inform the Agency to reopen the positions and number of days for submission of short lists will be, calculated from that day.

Hiring on hold - If E-in-C, RWD puts on hold that has been awarded in the LoA, the calculation for number of days to submit short lists will exclude the period for which the position was on hold. If the period on hold is more than 30 days, the position will be deemed to be closed and the position will be reopened on the day when E-in-C, RWD informs Agency.

Job Description and Time lines: A position's Job description will not change once the LoA has been issued. The timelines will also not change under normal circumstances; however same may be changed on a mutually agreed basis during the hiring process.

The job description for the positions will include but not limited to timely execution and supervision of various rural road schemes undertaken by QMC, RWD duly ensuring the required quality control measures and in line with the specifications of rural road construction.

Terms and Conditions

- **Responsibility and Validity:** Responsibilities of Agency will be related to the scope of work. Any change in scope or number of hires, may involve changes in the commercials and service levels.
- **Replacement Provisions**
 - a. If a candidate leaves agency or is relieved due to performance issues, Agency

will find a suitable replacement within 7 days or refund the Consultancy Fees (if already paid) or will be adjusted against any payable bills.

- b. Such replacement or refund is subject to the condition that the exit of the candidate has not occurred due to the following reasons:
- E-in-C, RWD has not made any adverse changes to the offered remuneration, title/designation, role and responsibilities offered to the candidate at the time of reporting.
 - Termination without cause.
 - Changes in any of the Terms & Conditions offered at the time of reporting.
 - For the position, the agency will create await list of candidates in the event the selected candidate does not join or separates before the period of 30-days after reporting.

Liability

- a. In case E-in-C, RWD decides to make an adverse change in terms of offer OR decides to withdraw the offer altogether, then for the purpose of billing all offers will be considered as successful reporting. Exceptional cases to this will be background verification failures, unreasonable extension to confirmed joining dates etc.

Annexure C

Exclusions to this Agreement

This agreement will not include the following -

- Technology integration - this refer any integration required with any non-Agency System
- Candidate relocation and on boarding services -includes liaison with various internal and external parties to enable on-boarding of employee or reimbursements to any candidate for relocations.

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Annexure D

EoI cum RFP issued vide reference No. E-in-C, RWD

Enclosure2-Format of Bank Guarantee(BG)-EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated,]

Bank Guarantee No.:	Issuing Bank:
Date of Issue:	Bank's Name and Address of issuing Branch/Office:
Effective Date:	
Expiry Date:	
Value of B.G.:	
Beneficiary:	Engineer-in-chief, RWD, Patna, Bihar

To,
The Engineer-in-chief,
RWD, Bihar,
5th Floor, vishweshraiya Bhawan, Bailey Road, Patna-800015

We have been informed that[insert name of the Bidder] (hereinafter called "the Bidder")intends to submit to you its bid (hereinafter called "the Bid") for the execution of [insert name of contract]under Tender No RFP No.: _____

Furthermore, we understand that, according to your conditions, bids must be supported by an EMD. At the request of the Bidder, we [insert name of Bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. _____ (Rupees _____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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- i. has withdrawn its Bid during the period of bid validity specified by the Bidder, or
 - ii. having been notified of the acceptance of its Bid by E-IN-C, RWD during the period of bid validity:

- (a) Fails to or refuses to execute the Agreement, as required, or
- (b) fails to or refuses to furnish the security deposit, in accordance with the Instructions to Bidder

This guarantee will expire:

- if the Bidder is the successful Bidder and upon our receipt to copies of the contract signed by the Bidder.
- if the Bidder is not the successful Bidder and our receipt of a copy of your notification of the Bidder's name as an unsuccessful Bidder
- (c) Ninety days after the expiry of the validity of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before date ____

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

For _____

(Branch and Bank)

With Date and Rubber Stamp

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Enclosure-3

Format of Bank Guarantee (BG) – Security deposit (Performance Guarantee)

Bank Guarantee No.:	Issuing Bank:
Date of Issue:	[insert: Bank's Name and Address of Issuing Branch or Office]
Effective Date:	
Expiry Date:	
Value of B.G.:	
Beneficiary	Engineer-in-chief, RWD, Patna, Bihar

To,

The Engineer-in-chief,
RWD, Bihar,
E-in-C, RWD 5th Floor,
vishweshraiya Bhawan, Bailey Road,
Patna-800015.

Where as consequent to your EOI cum Request for Proposal (EOI cum RFP) Ref NoQMC, RWD _____ dated _____, you have issued a letter of vide Memo No. to _____, having its office at (here in after referred to as "the Agency") to select the Agency for hiring Independent Engineer at QMC, RWD.

Whereas as per the terms of the EOI cum RFP and Agreement for Services to be executed between QMC, RWD and the Agency, the Agency has to submit a Bank Guarantee in favour of Engineer-in-chief, RWD, Bihar.

And where as, we, _____ Bank, having our branch office at _____ (herein after referred to as "the Guarantor") on the request of the Agency here by expressly and irrevocably undertake and guarantee to pay to you, a sum not exceeding Rs. _____ (Rupees _____ Only) in the event of non-participation in Financial bid and / or any breach by the Agency of the obligations under your said RFP/Agreement, for reasons attributable to the Agency for the same.

This Guarantee shall be limited to an amount not exceeding Rs..... (Rupees.....). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Agency, we the Guarantor shall make the payment under this Guarantee to E-in-C, RWD on written claim /demand.

We the Guarantor, further confirm that a mere letter from the E-in-C, RWD that there has been a breach by the Agency of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Agency, indulgence to Agency by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Agency.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Agency. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as afore said making reference to this Guarantee. Not with standing anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Not with standing anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ Only). This Guarantee shall remain in full force and effect for a period of 1 year 2 months from the date of issue of letter of Acceptance i.e. _____ Day of _____ 20____ and shall

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expire no later than ____Day of _____, 20____. Any Demand /payment under this must be received by us in the office on or before that date.

This guarantee will not be discharged due to any change in the constitution of the Bank or the Agency.

For_____

(Branch and Bank)

With Date and Rubber Stamp

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Enclosure 4

Format for affidavit to be submitted by bidder along with the bid document

(To be executed in presence of Executive Magistrate on non-judicial stamp paper of the value of

100/-.The stamp paper has to be in the name of the bidder)

I..... (Name and designation) appointed as the authorized signatory of the bidder (including its constituents),..... here in after called the Bidder) for the purpose of the EOI cum RFP documents as per the EOI cum RFP No..... of QMC, RWD ,do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the bidder(s) am/ are signing this document after carefully reading the contents.
2. I/We the bidder(s) also accept all the conditions of the bid and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the bid documents from Rural Works Department (RWD) website <https://www.rwdbihar.gov.in> and have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the RFP document. In case of any discrepancy noticed at any stage i.e. evaluation of bids, execution of services or final payment of the contract, the master copy available with the E-in-C, RWD Administration shall be final and binding up on me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding up on me/us.

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6. I/We declare that the information and documents submitted along with the bid by me/ us are correct and I/ we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of Bid, it shall lead to for feature of the EMD followed by penal action as decided by E-in-C, RWD .Further, I/we(insert name of the bidder) and all my/our constituents understand that my/our offer shall be summarily rejected.
8. We are not involved in any litigation that may have an impact of affecting or compromising the deli very of services as required under this assignment.
9. We are not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission of bidding document.
10. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with for feature of EMD/SD and Performance guarantee followed by penal action as decided by E-in-C, RWD .

Authorized signatory

SEAL AND SIGNATURE OF THE BIDDER

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Enclosure-5

Number of posts of Independent Engineers to be Outsourced through Service Provider Agency

SL No.	Name of Post	Educational Qualification	Professional Experience
1	Independent Engineer (Civil)	Degree in Civil Engineering	<p>Minimum 3 years of Experience as supervision consultant / key personnel in road project Comprising supervision and quality Assurance, out of which 2 years should be in the area of rural road/Highways.</p> <p>Specific Expertise-At least 2 years experiences in a reputed Highway/rural roads supervision consultancy firm as Independent Engineer/Quality Assurance Engineer. He should be well versed with testing process of highway materials & procurement.</p>

Note:-Number of outsourced Independent Engineer may increase or decrease depending on actual requirement by QMC,RWD.

INDEPENDENT ENGINEERS

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.

- 1) The programme 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.
- 2) The Quality Monitoring Cell will draw up a monthly Schedule for IE (Block/ District wise) so as to ensure systematic coverage.
- 3) The Quality Monitoring Cell will send the IE's reports to the Project Implementing Unit with a copy to the concerned SE/CE.
- 4) The IE will hold Meetings with PIUs and the Contractors and inspect Field/ District Laboratories to ensure smooth functioning of the Quality Control Mechanism.

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- 5) The IE will have to interact with the State Technical Agencies in matters relating to the design, testing and execution.
- 6) IE will prepare a monthly report and send to 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.

All cases of delay in reporting compliance and major cases of deviation from acceptable Quality shall be taken seriously.

It is note that all the reports shall be in hard form and simultaneously shall be submitted online into the web portal.

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 up to 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.

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.

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- 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, co-ordinate and monitor the work.

Signature of the Committee



(Er. Khaliquzzaman)
Chief Engineer-1,
Rural Works Department, Patna



(Er. Sri Prakash)
Chief Engineer-2,
Rural Works Department, Patna



(Er. Nirmal Kumar)
Chief Engineer-3
Rural Works Department, Patna



(Er. Bhagwat Ram)
Chief Engineer-4
Rural Works Department, Patna, Bihar



(Er. Amrendra Kumar Sinha)
Engineer in Chief,
Rural Works Department, Patna, Bihar

