

GOVERNMENT OF BIHAR
RURAL WORKS DEPARTMENT
BIHAR RURAL ROADS DEVELOPMENT AGENCY (BRRDA)
Request for Quote (RFQ) For Empanelment of Consultancy Services for
Updating of GIS based District Rural Road Plan (DRRP) for PMGSY-III

Documents could be seen/downloaded from our website www.rwdbihar.gov.in or may be obtained from the office of ACEO-cum-Secretary, BRRDA from **22.01.2020 (10:00 Hours) up to 31.01.2020 (15:00 Hours)** on payment of **Rs. 5000/- (Non-Refundable)** for each empanelment in form of bank draft from scheduled/nationalized bank in favour of **Secretary, BRRDA, RWD, Bihar** payable at Patna. Firms/Agencies downloading RFQ documents from the departmental website will have to submit the fee of Rs. 5000/- in form of bank draft at the time of submission of RFQ document.

Issue date: 22.01.2020 (10:00 Hrs.) Closing date: up to 31.01.2020 (15:00 Hrs.)

Technical proposal opening date: 31.01.2020 (from 15:30 Hrs.)

Interested consultancy firm/agency may submit their RFQ in sealed envelope consisting technical proposal and financial proposal in 02 separate envelopes clearly superscripted as **“Request for quote for empanelment of consultancy services for updating GIS based District Rural Road Plan (DRRP), Bihar for PMGSY-III”**.

The financial envelope will be opened only when a consultancy firm qualifies in technical proposal and date and time to open financial proposal will be intimated accordingly.

Pre-Bid Meeting will be held on 22.01.2020 at 15:00 Hours in the Conference Hall of Bihar Rural Roads Development Agency, 3rd Floor, Land Development Bank Building, Budh Marg. Patna-800001.

Empowered Officer, BRRDA, Bihar
E-mail.id: pmgsvrwdbihar@gmail.com

Table of Contents

1.	Overview of the Requirement.....	(Page No.-3)
2.	Objective of PMGSY-III.....	(Page No.-3)
3.	The Consultant.....	(Page No.-4)
4.	Technical Scope of Activities.....	(Page No.-4)
5.	The responsibility of Consultant.....	(Page No.-4)
6.	Planning for Rural Roads for PMGSY-III.....	(Page No.-5)
7.	Staffing and Other Inputs.....	(Page No.-7)
8.	Evaluation Criteria of Technical Proposal.....	(Page No.-8)
9.	Terms of reference for DRRP consultant.....	(Page No.-9)
10.	Technical proposal standard forms.....	(Page No.-10)
11.	General Conditions of RFQ.....	(Page No.-17)
12.	Special Conditions of RFQ.....	(Page No.-19)
13.	Commencements, Completion, Modification and Termination of Agreement.....	(Page No.-20)
14.	Termination.....	(Page No.-22)
15.	Obligations of the Consultants.....	(Page No.-23)
16.	Consultant's Personal.....	(Page No.-26)
17.	Obligations of the Client.....	(Page No.-27)
18.	Payments to the Consultants.....	(Page No.-27)
19.	Settlement of Disputes.....	(Page No.-28)
20.	Jurisdiction.....	(Page No.-28)
21.	Format of Cover Letter to Financial Proposal.....	(Page No.-29)
22.	Financial Proposal Standard Forms.....	(Page No.-30)

1 Overview of the Requirement

1.1 Rural Road Connectivity, and its sustained availability, is a key component of Rural Development as it assures continuing access to economic and social services and thereby generates sustained increase in agricultural incomes and productive employment opportunities. It is also as a result, a vital ingredient in ensuring sustainable poverty reduction which demands a permanent rural connectivity, encompassing a high level of quality of construction followed by continuous post-construction maintenance of the road asset and in fact of the entire network.

1.2 Government of India had launched the Pradhan Mantri Gram Sadak Yojana (referred as PMGSY-I hereinafter) on 25th December, 2000 to provide all-weather access to eligible unconnected habitations as a strategy for poverty alleviation. However, as the programme unfolded, a dire need to consolidate the entire rural roads network by up-gradation of selected Through Routes and some Major Rural Links (MRLs) was felt and accordingly a new intervention has been evolved, namely PMGSY-II.

Task of connecting all eligible habitations with an all-weather road has been substantially completed, with the target date brought forward to March, 2019 from March 2022. It is now time to strengthen and widen its ambit further to include Major Link Routes which connect habitations to agricultural and rural markets (GrAMs), high secondary schools and hospitals. With this objective “**Prime Minister Gram Sadak Yojana Phase-III (PMGSY-III)**” was launched which will include such linkages consolidating rural connectivity.

2 Objectives of PMGSY-III :

2.1 The PMGSY-III envisages consolidation of the existing Rural Road Network by upgradation of existing Through Routes and Major Rural Links that connect habitations to

- * Gramin Agricultural markets (GrAMs)
- * Higher Secondary Schools
- * Hospitals

PMGSY-III will include such linkages.

2.2 The Government is keen to facilitate easy and faster movement to and from the food processing centres, Mandi (Agricultural markets) and other farmer related enterprises. This is expected to transport both agricultural inputs as well as outputs. This not only helps the farm production, but also yields many direct and indirect benefits such as minimizing the spoilage of perishable goods like fresh fruits and vegetables and ensures adequate remunerative prices for them.

Such a facility ultimately leads to increased agrarian economy and helps the development of the region, creating multiple opportunities in wage and self-employment.

2.3 Affordable and easy access to high schools and higher secondary schools is the need of the hour in the present technological improvements in all sectors. Education leads to multiple opportunities. Improved access to education centers helps in better school attendance and higher level of education.

2.4 Providing affordable and easily accessible health facilities is prime focus of the government for which road connectivity plays an important role. All weather roads have shown a very positive correlation to improve in health indicators.

2.5 The program will focus on upgradation of existing Through Routes and Major Rural Links based on priority giving importance critical facilities like the rural markets and education & health facilities. However. New construction may be allowed only as a part of upgradation

project to connect Gramin Agricultural Markets (GrAMs) / ware houses, Government hospitals and Educational Institutions, in case they are not connected already with a metalled road or require strengthening and widening of existing roads.

2.6 The process of identifying and prioritization of the Through Routes and the Major Rural Links under this programme is detailed in subsequent paras.

- The target date of completion of PMGSY-III programme is March 2025.
- GIS based DRRP and Planning for higher Utility.
- Existing PMGSY/ODR/VR Roads before completion of its design life of 10 years are not eligible.
- Higher category roads MDR, SH and NH are not permissible.

New construction only as a part of upgrading project to connect GrAMs, warehouses, Government hospitals and Educational Institutions, in case they are not connected already with All Weather Road (AWR) or require strengthening/widening of existing roads.

Notes:

- Rurban Growth Cluster refer to the National Rurban Mission (NRuM) and details of approved panchayats constituting Rurban clusters may be downloaded from <http://rurban.gov.in/>.
- Mandis which have been notified by the concerned authorities will be considered.

3. The Consultant:

3.1 The services of the Consultant may be provided by a consulting firm ('Consultant') with adequate experience in the field. The Consultant will provide staffing as indicated. The Consultants should adhere to the staffing indicated however the final inputs may be fine-tuned at the time of negotiations to suit the actual work and implementation schedule.

3.2 The Consultant will be engaged by the BRRDA. The CVs of key personnel shall be included in the technical proposal in the RFQ along with documentary proof of qualification and experience, their written consent and availability. The Consultant will be required to give the CVs of all the Key Personnel.

4. Technical Scope of Activities

4.1 The Consultant would be required to establish one main office for all monitoring and co-ordination purposes at Patna and one in respective Blocks for which work has been allotted. BRRDA, RWD, Govt. of Bihar, invites RFQ for the empanelment in the department for GIS based updating of District Rural Road Plan (DRRP)/ Block Rural Road Plan (BRRP) under PMGSY-III with the help of **android supported Geo PMGSY App**. It will remain valid for 03 months initially and can be extended on the basis of performance and requirement.

5. The responsibility of Consultant will include:

- Up dation of Block Level Rural Plan (BLRP) and DRRP of PMGSY-II. Existing code in DRRP of PMGSY-II should not be changed.
- Population as per Census 2011
- Geo-tagging of Infrastructure facilities (Agricultural Market, Education, Medical and Transport infrastructure etc. as described in PMGSY-III Guidelines)
- Uploading of Road Inventory on GIS and Online Management, Monitoring and Accounting System (OMMAS) for Quality Check (QC) by National Rural Infrastructure Development Authority, New Delhi (NRIDA)
- Trace mapping through Geographic Information System (GIS)

- Identification of T-routes, MRLs and Link routes
- Continuity of Through Routes across the block/ district boundaries to be ensured.
- Roads to be categorized on the basis of Utility Value (Annexure 1 of PMGSY-III Guideline)
- Indirectly benefitted habitations by candidate road through connecting link road of maximum 3 Km in plain areas and 5 Km in hill areas are permitted (Path distance).
- The candidate roads shall be preferably of length not less than 5 kms.
- When two or more candidate roads are having the same utility values, the road serving more population should be given priority.
- Selected Candidate roads length should be five times the length of roads to be proposed from each Block/District.
- Entering of PCI data on OMMAS
- No road is permitted in the Candidate roads/CUCPL unless it forms part of the approved DRRP
- Approval of updated DRRP, BLRP by Intermediate Panchayat, the district panchayat and SLSC as like PMGSY-I and PMGSY-II.
- Finalize the draft DRRP and uploading on OMMAS
- BLRP Map can be downloaded from GIS.

6 Planning for Rural Roads for PMGSY-III

- 6.1 Updation of DRRP: Under PMGSY-III, District Rural Roads Plan is the basis for selection of roads. The existing DRRP prepared for PMGSY-I and PMGSY-II could be revised and updated incorporating new construction and improvements of the surface type and condition of projects on the basis of addition/upgradation of roads under various schemes of the Central and State Governments. Such updating of DRRP, may be carried out every alternate year, incorporating the surface condition of all roads and any new alignments developed under various schemes of the Central and State Governments.
- 6.2 The DRRP would first be prepared at the Block level taking into consideration the Census data of 2011 and in accordance with the directions contained in the Operations Manual of PMGSY-I (Refer Para 3.1). In short, the existing road network would be drawn up, and the identified candidate road Plan. Efforts should be made to have continuity of Through Routes across the block/district boundaries.
- 6.3 The Draft DRRP, including the existing road network, identified Through Routes/Major Rural Links and initial candidate roads will be uploaded on OMMAS and linked with the GIS platform. This is a mandatory requirement under PMGSY-III, as the finalization of DRRP, selection of candidate roads and clearance of proposals will be based on verification of alignments using GIS. Notably, uniform meta-data standards and colour coding systems and legends would be adopted for the rural road network applicable to all States/UTs. While developing DRRP on GIS platform (Geospatial Rural Road Information System) as an add-on layer to the GIS, an inventory of local and marginal materials for road works would also be created to encourage use of such materials to facilitate cost-effective construction. On completion of this, the State shall request NRIDA to initiate vetting and provide feedback.
- 6.4 After incorporating the feedback provided by NRIDA, the State shall place the DRRP (including all Block Level Rural Roads Plans i.e. BRRPs) before the Intermediate Panchayat for consideration and approval. It would be simultaneously sent, along with the list of all candidate Through Routes/Major Rural Links to the Members of Parliament (MPs), for their comments, if any. After approval by the Intermediate Panchayat, the

Plans would be placed before the District Panchayat for its approval. It will be incumbent on the District Panchayat to ensure that the suggestions given by the Members of parliament are given full consideration within the framework of these Guidelines. Once approved by the District Panchayat, a copy of the DRRP would be sent to the State Level Standing Committee (SLSC) and after its approval to the Bihar Rural Roads Development Agency (BRRDA) as well as the National Rural Infrastructure Development Agency (NRIDA). The State shall finalize the draft DRRP uploaded on OMMAS website. No road work shall be included in the CUCPL unless it forms part of the approved DRRP. The same should also be uploaded on OMMAS website. No road work shall be included in the final Candidate Road List as well as CUCPL unless it forms part of the approved DRRP and the Candidate Road List will be allowed to be uploaded after DRRP has been finalized and approved on OMMAS website.

6.5 Procedure for Selection of Roads under PMGSY-III

- 6.5.1 The roads selected under PMGSY-III are expected to be mainly Through Routes. Roads catering to large populations by connecting habitations over a large area and which act as collectors of traffic from smaller roads, would be treated as Through Routes. All Through Routes/Major Rural Links in a Block will be identified and numbered during the preparation of the road inventory with the help of Trace Maps. The State may calculate the Utility Value of all these identified through routes for selection in Candidate Roads if they meet the objectives of PMGSY-III.
- 6.5.2 “Trace Mapping”: For the purpose of Planning and optimal selection of candidate routes or identification of Major Rural Links/Through Routes, the State/PIU would trace the route from each habitation in a Block to the nearest mandi/health/education facilities on a map to identify routes which are common to maximum habitations in their approach to their respective nearest facilities. Such routes may be identified by the State as Through routes/Major Rural Links to be included in Candidate Roads. These “Trace Maps” should be prepared preferably through GIS, otherwise manually. NRIDA may issue guidelines and conduct trainings in this regard and provide technical support for the exercise.
- 6.5.3 The habitations with different facilities are notably only points. As such their scores are point wise scores. However, since a road is a line to be traced joining such points, it is imperative to arrive at a line score. The line score would be computed as the cumulative score of the habitations connected directly or indirectly by the candidate road. Indirectly benefitted habitations within 3 km distance in plain areas and 5 km distance in hill areas from the proposed candidate road will only be considered for calculation of line score. The Utility Value (UV) of unit road length needs be computed by arriving at the cumulative line score of the road divided by its proposed length for upgradation. Thus the utility value is the line score per unit length. The candidate roads are to be selected by trace mapping.
- 6.5.4 The candidate roads would be arranged in descending order based on the utility values to arrive at the priority list for the district considered (Refer Annexure-1 of PMGSY-III Guideline). When two or more candidate roads are found to have the same utility values, the road serving more population should be given preference. It would be necessary to also keep track of inter block or inter district roads having potential and such roads would also become candidate roads. It is likely that both segments will have high utility and it is preferable if the entire length is included in one go.

6.5.5 It is essential that if a Through route is being upgraded, the higher category road that it leads on to, say a Major District Road (MDR), should have specifications and geometric standards not lower than that in the upgradation design. The State Government would therefore need to include a project component funded out of its own budget for this purpose, if necessary, as an adjunct to the programme.

6.5.6 Since some of the roads proposed under PMGSY-III may have higher traffic density, third party traffic survey would be required through a NIT/engineering institute selected by State through a transparent procedure will be required. Pavement Condition Survey should be done periodically by the State Government.

7. Staffing and Other Inputs:

7.1 The Consulting firm will be expected to provide the following personnel for the indicated duration. The given durations are indicative and subject to variation by the executed agreement between the Consultant and BRRDA.

Consultants Team Composition and Staffing Schedule

Sl. No.	Particulars and Nos.	Estimated Working Month
1.	Team Leader (1)	03
2.	GIS and Remote Sensing Specialist (01 per 20 Block)	03
3.	Field Engineer (01 per 05 Block)	03
4.	Database Specialist (01 per 10 Block)	03
5.	Public Relation Personnel (01 per 10 Block)	03

7.2 Basic Qualification of the Team:

Sl. No.	Key Staff	Qualification and Experience	Overall Responsibility Appendix A
1.	Team Leader	1. M.Tech. / B.Tech. in Civil Engg /Remote Sensing. 2. He/She should have at least 03 years' experience in application of Remote Sensing and GIS in Transportation/ Road Network planning and monitoring/ DPR preparation/ road surveying.	The Team Leader shall be responsible for the overall performance and administration of the Consultant's Team. Timely submission of district wise DRRP/BRRP and Digitization of Data on GIS Platform.
2.	GIS and Remote Sensing Specialist	1. B.Tech. in Civil Engg/ Geoinformatics Engg. 2. 03 years experience in GIS and Remote Sensing (RS) application in Transportation/ Road Network planning and monitoring.	Procurement of Satellite Image, processing of data and Preparation of Digitized GIS Map.

3.	Field Engineer	1. Diploma in Civil Engineering, computer proficiency having knowledge of Surveying with total station/GPS. 2. He/She should have at least 03 years experience in application of Surveying with total station/GPS in Transportation.	Verifying the actual site condition and reporting the same to GIS and remote sensing expert for various task.
4.	Database Specialist	Diploma in IT/Computer Science/DCA/BCA/MCA will be preferred.	Feed Data and process data as desired by remote sensing and GIS expert
5.	Public Relation Personnel	Intermediate with Diploma in computer application	Data collection from the source and its approval from district / block / Panchayat level.

8. Evaluation Criteria of Technical Proposal

The technical proposal will consist document with following contents. Numbers of points to be given under each of the evaluation criteria are:

(i) Approach and methodology	300
(a) Understanding of Objectives	30
(b) Appropriateness of the Methodology & Work Program	150
(c) Innovativeness	30
(d) Personnel Schedule	50
(e) Proposal Presentation	20
(f) Suitability of Skill transfer (training)	20
(ii) Personnel (Area of Expertise)	700**
<i>Key Experts*</i>	
(a) Team Leader	200
(b) GIS and Remote Sensing Expert	200
(c) Field Engineer	100
(d) Data Base Specialist	100
(e) Public Relation Personnel	100
Total Points	1000 Points

Note: (i) * number of Experts may actually vary depending on numbers of blocks opted for.

(ii) ** Breakup of marking will depend on (i) above.

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

<u>Percentage</u>	
(i)	General qualifications 20%
(ii)	Experience in similar projects (GIS based) 40%
(iii)	Total experience 15%
(iv)	Full Time Permanent Staff 15%
(iv)	Experience in implementation of Full Time Permanent Staff 10%
<u>Total Percent</u> <u>100</u>	

The minimum technical score required to pass is: 750 Points.

9. Terms of reference for DRRP consultant

9.1 Implementation of Public Welfare scheme at district / block / Panchayat level Data collection. Data collection from the source and its approval. Consultant will be responsible for deployment/withdrawal of staff/additional staff for efficient and complete supervision of works. However, the total staff inputs should not exceed the man-month included in the contract. The CV's of key personnel shall be included in the RFQ as well as in the Technical Proposal (in the specified format) along with documentary proof of qualification and experience, their written consent and availability.

9.2 Facilities: The Consultant will have to make his own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in his Financial Offer.

9.3 Reports: The Consultant will submit the following reports at the time and in the number of copies (also soft copies) indicated for each: some of the reports would be in questionnaire form so that all required aspects are covered.

Progress Report: Monthly reports to be submitted by the tenth day of the following month, quarterly report to be submitted by the 15th day of the following quarter.

Project Completion Report: To be submitted upon completion of the services, this should include the Annual Report of the activities carried out along with comments of the Employer.

9.4 Performance Security: The Consultant shall be required to submit acceptable Bank Guarantee within the state for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Bank Grantee(s) shall cover entire duration of the consultancy period plus 12 months. The format of the Bank Guarantee(s) shall be got approved from the Employer (or as given in appendix II). The Bank Guarantee(s) shall be released after satisfactory completion of the assignment and submission of final bill of the civil contractors. If performance of the Consultant is not found satisfactory this security will be liable to be forfeited. In addition, the Consultant shall be liable for action under other clauses of the Contract.

9.5 Penalties: In case consultant fails to render satisfactory services (to be determined by the Employer based inter-alia on PIU report) with regard to any portion of the Activities comprising the Consultancy or in providing timely Reports with regard thereto, the Consultant shall be liable to pay penalty @0.5% (One half percent) per calendar day subject to maximum of 10% (ten percent) of the contract sum calculated pro-rata for the Activity. However, if provision of services is delayed due to the PIU, suitable extension of time for completion of services shall be granted upon receipt of express request containing full justification.

9.6 The Employer may conduct independent quality monitoring and checking of works. If such checks disclose that works certified by the Consultant do not meet the specified standards, the BRRDA will not pay the Consultant fees for the defective works calculated pro-rata for the Activity. In addition, the consultant will incur a penalty equal to 100 % of such amount. Consultant will be responsible to get the defects rectified.

9.7 If the service of the specified personnel are not made available at proper time or performance of a team member provided by Consultant is not found acceptable by the PIU, the Consultant shall, under a written instruction citing reasons to remove from the Employer, shall immediately replace that person with a person of equal or better qualification and experience. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The Employer will pay the temporary deployment/replacement with commensurate reduction in the person month scope of the Consultant contract. The Consultant shall also incur a penalty equal to 50% of the cost to the Employer of the temporary deployment/ replacement until the Consultant provides a suitable replacement/ team member.

This will however be a temporary arrangement. If Consultant fails to deploy the requisite personnel or replace any member as instructed, the Consultant shall be liable for termination or black listing in accordance to the executed agreement.

9.8 The least per km rate including all taxes quoted by the technically qualified firms/agencies will be adopted for empanelment.

9.9 Payment Schedule:

Sl. No.	Payment shall be made on the basis of following Milestones proposed taking consideration as per clause-5 and 6	Percentage of payment to be released
(a)	Mobilization against Bank Guarantee.	5%
(b)	Inception Report.	5%
(c)	Geo-tagging of Infrastructure facilities (Agricultural Market, Education, Medical and Transport infrastructure etc. as per described in PMGSY-III Guidelines) compatible with OMMAS.	10%
(d)	Uploading of Road Inventory on GIS and OMMAS Quality check by NRIDA.	10%
(e)	Trace mapping through GIS.	10%
(f)	Identification of Candidate roads i.e T-routes & MRLs (based on Road score and Utility Value from trace map ranking). Entry and Scrutinization on OMMAS.	10%
(g)	Vetting from Panchayat, Zila Parishad, MLA/MP, Vetting from SLSC and Submission of approved DRRP from competent authority.	10%
(h)	DPR Preparation for eligible candidate roads from the digitized Data on OMMAS and Sanction of Project by competent authority.	40%

**10. TECHNICAL PROPOSAL STANDARD FORMS
CONTENTS**

FORM	TITLE
Annexure I	: Format of Covering Letter
Form TECH-1	: Major works during last three years
Form TECH-2	: Approach paper on Methodology and Comments on ToR.
Form TECH-3	: Composition of Team Personnel and Task Assignment.
Form TECH-4	: Staffing Schedule
Form TECH-5	: Curriculum Vitae (CV) format to be submitted with the Proposal.
Form TECH-6	: Summary of information on proposed experts

Annexure I

FORMAT OF COVER LETTER TO TECHNICAL PROPOSAL

(to be submitted in Consultant's letterhead)

TO: [Location, Date]
[Name & Address of the Employer]

Sir,

Subject:
 Project I.D. No.

.....

Regarding Technical Proposal

1. I/We *[Insert a list with full name and address of each joint venture partner or sub-Consultant]*¹..... the undersigned (*in case of JV all members need to sign*), offer to provide the consulting services of the above Project I.D. No. RFQ DRRP in accordance with your request for proposal dated [_____]. I/We am/are hereby submitting my/our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes. The bid guarantee for Rs. [_____] furnished in the form of a bank guarantee from the *[Name of the bank, branch]* is also enclosed. The bid guarantee is valid up to *[Date]*.
2. Attached is the following documentation¹: *[letter(s) of association or Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]*
3. I/We submit my/our offer for District/s of Bihar in order of priority.
4. If negotiations are held during the period of validity of the proposal, i.e. before *[Date]*, I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.
5. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,
 Signature.....

Encls:

Full Name.....
 Designation.....
 Address.....

.....
(Authorized Representative)

FORM TECH-1
MAJOR WORK DURING LAST THREE YEARS THAT BEST
ILLUSTRATES QUALIFICATIONS

Please provide information on each reference assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a consortium.

Project Name: Field of Professional Service Provided by your firm:

Project Location: Professional Staff Provided by your Company:
No. of Staff:

Name of Client: No. of Person-Months:

Start Date (Month/Year): Completion Date: Approx. Value of Services: (Rs)
(Month/Year)

Name of Associated Firm(s), if any: No. of Person-Months of Professional Staff Provided by Associated Firm(s):

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:

Detailed Narrative Description of Project:

Detailed Description of Actual Services Provided by your Company:

Firm's Name and signature of Authorized Representative:

Not to Exceed 20 pages including certificates.

FORM TECH- 2

APPROACH PAPER ON METHODOLOGY
PROPOSED FOR PERFORMING THE ASSIGNMENT AND COMMENTS ON TOR

[Not to Exceed 20 pages including work program, comments on TOR]

FORM TECH-3

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK, WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

PROJECT I.D. NO.

a. Technical/Managerial Staff

S. No.	Name	Position	Task assigned
1.			
2.			
3.			
4.			

2. Support staff

S. No.	Name	Position	Task assigned
1.			
2.			
3.			
4.			

**FORM TECH-4
STAFFING SCHEDULE**

PROJECT I.D. NO.

Name	Firm	Position	Month	Month Input
Main Office				
	Sub Total			
Field Office				
		Sub Total		
		Total		

FORM TECH-5
CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL
ONE FOR EACH EXPERT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR
EACH POSITION)

PROJECT I.D. NO.	ROAD SECTOR PROJECT
1. PROPOSED POSITION FOR <u>THIS</u> PROJECT :	
2. NAME :	
3. DATE OF BIRTH :	
4. NATIONALITY :	
5. PERSONAL ADDRESS :	
TELEPHONE NO. :	
FAX NO. :	
E-MAIL ADDRESS :	
6. EDUCATION (The years in which various qualifications were obtained must be stated) :	
7. OTHER TRAINING :	
8. LANGUAGE & DEGREE OF PROFICIENCY (Indicate proficiency in speaking reading and writing of each language by excellent, good, fair or poor) :	
9. MEMBERSHIP IN PROFESSIONAL BODIES :	
10 ORGANISATIONS OF WORK EXPERIENCE :	
11 EMPLOYMENT RECORD :	Starting with present position, list in reversed order every employment held and state the start and end dates of each employment.)
From To :	
EMPLOYER :	(Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.)
POSITION HELD AND DESCRIPTION OF DUTIES :	
12 DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand side column.) :	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (In this column, list project name, location, year, position held, i.e., Team Leader, etc. and exact duties rendered and time spent on each project.)
13 <u>CERTIFICATION</u> (Please follow exactly the following format. Omission will be seen as	

noncompliance)

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

I have been employed by [name of the firm] continuously for the last (12) months as regular full time staff (*indicate yes or no in the following boxes*):

YES

NO

SIGNATURE:

DATE OF SIGNING:

Day Month Year

[*Maximum of 05 pages*]

•
FORM TECH- 6
SUMMARY OF INFORMATION ON PROPOSED EXPERTS

PROJECT I.D. NO.

ROAD SECTOR PROJECT

<i>Family Name First Name</i>	<i>Proposed Position for The Project</i>	<i>Firm (Acronym)</i>	<i>Employment Status with Firm (full time Regular staff or other)</i>	<i>Education/ Degree (Year /Institution)</i>	<i>No. of years Of relevant Project Experience</i>	<i>Ex- Govt Staff (Yes/No)</i>	<i>CV Signature (By Expert/ By Other)</i>
<i>Example: R. Ramesh</i>	<i>Resident Engineer</i>	<i>ABC</i>	<i>OS</i>	<i>B.Tech/BE Engineering (1975/Unive rsity ofXYZ)</i>	<i>20 yrs.</i>	• o	<i>By Expert</i>

Abbreviations:

FT – Regular Full Time
 OS – Other Sources
 IP – Independent Expert

11. GENERAL CONDITIONS OF RFQ (GC)

11.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this RFQ have following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in the India and the State of BIHAR as they may be issued and in force from time to time;
- b) “Agency” means the State nodal Agency implementing the PMGSY-III. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions.
- c) “Agreement” means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions.
- d) “Authorized Representatives” is the person named to execute the agreement and administer the contract.
- e) “Bank” means any Scheduled or Institutional bank so designated by the BRRDA for their banking transactions relating to agreement.
- f) “Consultant” means and includes sub-consultant and their Personnel engaged for carrying out of services under agreement;
- g) “Additional Chief Executive Officer” means an Officer designated as Secretary of the BRRDA.
- h) “Effective Date” means the date on which Agreement comes into force and effect pursuant to Clause 13 hereof;
- i) [“Executive Engineer”] means concerned Project Implementation Unit of Division .
- j) “Personnel” means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- k) “Key personnel” means the personnel referred hereof;
- l) “Party” means the agency or the Consultants, as the case may be, and Parties means both of them;
- m) “Project” means supervision and quality control work of Project packages described under Pradhan Mantri Gram Sadak Yojana-III (PMGSY-III);
- n) “Services” means the work to be performed by the Consultants pursuant to this RFQ for the purposes of the project as per the Term of Reference (TOR) hereof;
- o) “Starting Date” means the date referred hereof;

11.2 Relation between the Parties:

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

11.3. Law Governing the RFQ:

This RFQ, it’s meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

11.4. Language & Headings:

This RFQ has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the agreement. The Headings shall not limit, alter or affect the meaning of this RFQ.

11.5 Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this RFQ shall be in writing. Any such notice, request or consent shall be deemed to have

been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, telegram or facsimile to such Party at the addresses specified hereunder: -

Employer:

ACEO-cum-Secretary,BRRDA
3rd Floor,Bhumi Vikash Bhawan,Budh Marg
Patna-800001
E-Marg:pmgsyrwdbihar@gmail.com

Consultants: -----

Attention: -----
Phone: -----
E-mail: -----
Fax: -----

[Note: Fill in the blanks]

11.6 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

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

11.7 Location:

The services shall be performed at such locations as are specified.

11.8 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this RFQ by the Agency or the Consultants may be taken or executed by the officials as under:

Employer:

ACEO-cum-Secretary,BRRDA
3rd Floor,Bhumi Vikash Bhawan,Budh Marg
Patna-800001
E-Marg:pmgsyrwdbihar@gmail.com

Consultants: -----

Attention: -----
Phone: -----
E-mail: -----
Fax: -----

11.9 Taxes and Duties:

The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of the executed agreement and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

12. SPECIAL CONDITIONS OF RFQ (SC)

Number of Clause	Number of Amendments of, and Supplements to, Clauses in the GC General Conditions of the executed agreement.
------------------	--

- | | |
|------|---|
| 12.1 | The executed agreement shall come into force and effect on date order to commence services is issued by Agency. |
| 12.2 | The time period shall be 07 days unless any other time period parties may agree in writing. |
| 12.3 | The time period shall be 07 days unless any other time period parties may agree in writing. |
| 12.4 | The time period shall be 03 months unless any other time period parties |

- may agree in writing.
- 12.5** The other actions are:
Taking any action under a civil works agreement designating the Consultants as " Engineer", for which action, pursuant to such civil works agreement, the written approval of the Client (Agency) as "Client " is required".
- 12.6** The Consultant shall not use these documents for purposes unrelated to execute agreement without the prior written approval of the Agency.
- 12.7** The person designated as Team Leader/Resident Engineer in TOR shall serve in that capacity, as specified.

13. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

13.1 Effectiveness of Agreement

Agreement shall come into force and become effective on the date (the "Effective Date") of the Client's notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of agreement have been met.

13.2 Termination of Agreement for Failure to Become Effective:

If Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC of RFQ, either party may, by not less than 15 days written notice to the other Party, declare Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

13.3 Commencement of Services:

The Consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC of .

13.4 Expiration of Agreement:

Unless terminated earlier pursuant to RFQ hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the 'Effective date' as shall be specified in the SC or the executed agreement.

13.5 Liability of Parties:

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

13.6 Modification:

Modifications of the terms and conditions of agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

13.7 Force Majeure

Definition:

- (a) For the purposes of agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered

impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or agent or employees;
- (c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:
 - (i) Take into account at the time of the conclusion of Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

13.8 No Breach of Agreement:

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

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

13.9 Consultation:

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

13.10 Extension of Time:

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

13.11 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

13.12 Suspension:

The Agency, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under Agreement, including the carrying out of the Services provided that

such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Agency, for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

14 Termination

14.1 By the Agency:

The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate the executed Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Agency may have subsequently approved in writing;
- b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to agreement hereof;
- d) If the Consultants submit to the Agency a statement which has a material effect on the rights, obligations or interests of the Agency and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate the executed Agreement;
- g) If the Consultant, in the judgment of the Agency, was engaged in any activity falling under Conflict of Interests category as defined hereof.

14.2 By the Consultants:

The Consultants may, by not less than thirty (30) days written notice to the Agency such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

- (a) If the Agency fails to pay any money due to Consultants pursuant to the executed Agreement and not subject to dispute pursuant to the executed Agreement hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Agency is in material breach of its obligations pursuant to the executed Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or

- (d) If the Agency fails to comply with any final decision reached as a result of arbitration pursuant to this RFQ hereof.

14.3 Cessation of Rights and Obligations:

Upon termination of the executed agreement pursuant hereof, or upon expiration of the executed agreement pursuant to the executed agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in the executed agreement hereof;
- (c) The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in the executed agreement hereof;
- (d) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the executed agreement and for any loss suffered by the Agency, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

14.4 Cessation of Services:

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

14.5 Payment upon Termination:

Upon termination of the executed agreement pursuant to Clauses of the executed agreement hereof, the Client shall make the payment pursuant to the executed agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Agency):

15. OBLIGATIONS OF THE CONSULTANTS

15.1 General

15.1.1 Standard of Performance:

The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-consultants or Third Parties in accordance to Clause-9.

15.1.2 Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub-Consultants and agents, comply with the Applicable Law time being in force.

15.2 Conflict of Interests

15.2.1 Consultants not to benefit from Commissions, discounts etc.:

The remuneration of the Consultants pursuant to Clause 9 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement or the services and subject to RFQ hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

15.2.2 Procurement Rules of Funding Agencies:

If the Consultants, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the state of BIHAR and shall at all times perform such responsibility in the best interest of the Agency. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Agency.

15.2.3 Consultants and Affiliates not to engage in certain activities:

The Consultants agree that, during the term of this agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

15.2.4 Prohibition of Conflicting Activities:

The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of Bihar which would conflict, with the activities assigned to them under the executed agreement.

15.3 Confidentiality:

The Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of the executed agreement, disclose any proprietary or confidential information relating to the project, the services, the executed agreement or the Agency's business or operations without the prior written consent of the Agency.

15.4 Limitations of the consultant's liability towards Agency:

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, shall not be liable to Agency:
 - (i) For any indirect or consequential loss or damage, and
 - (ii) For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Consultant hereunder; or (B) the proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (b) The limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying out the services.

15.5 Insurance to be taken out by the Consultants:

The Consultants shall:

- (i) Take out and maintain, at their own cost but on terms and conditions approved by the Agency, insurance against the risks, and for the coverage's, as specified below; and
- (ii) At the Agency's request, provide evidence to the Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
 - (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel or any sub Consultant or their personnel for the period of the Consultancy; and
 - (b) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant and of any Sub Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

15.6 Accounting, Inspection and Auditing:

The Consultants shall:

- (i) Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) Permit the Agency or its designated representative periodically, and up-to one year from the expiration or termination of the executed agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Agency.

15.7 Consultant's Actions requiring Client's prior Approval:

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

- (a) Appointing such members of the Personnel as are listed in TOR merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services.
- (c) Any other action as may be specified in SC.

15.8 Reporting Obligations:

The Consultants shall submit to the Agency the reports and documents specified in TOR hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

15.9 Documents Prepared by the Consultants to be the Property of the Client:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Agency under the executed agreement shall become and remain the property of the Agency. The Consultants shall, not later than upon termination or expiration of the executed agreement, deliver all such documents etc. to the Agency, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

15.10 Equipment and Materials furnished by the Agency:

Equipment and materials made available to the Consultants by the Agency or purchased by the Consultants with funds provided by the Agency shall be the property of the Agency and shall be marked accordingly. Upon termination or expiration of the executed agreement, the Consultants shall make available to the Agency an inventory of such equipment and material and shall dispose of such equipment and materials in accordance with the Agency's instruction. Equipment and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

16. CONSULTANT'S PERSONNEL

16.1 General:

The Consultants shall employ and provide such qualified and experienced Personnel.

16.2 Description of Personnel:

- (a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in TOR.
- (b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in TOR, may be increased by agreement in writing between the Agency and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under the executed agreement to exceed the ceilings set forth in that agreement.

16.3 Approval of Personnel:

The Key Personnel listed by title as by name are hereby approved by the Agency. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Agency for review and approval of a copy of their biographical data. If the Agency does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Agency.

16.4 Removals and / or Replacement of Personnel:

- a) Except as the Agency may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Agency;
- b) If the Agency (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Agency.

16.5 Team Leader:

The Consultants shall ensure that at all times during the Consultants performance of the Services in State of BIHAR, a Team Leader in the district of [_____], acceptable to the Agency, shall take charge of the performance of such services.

17. OBLIGATIONS OF THE CLIENT

17.1 Assistance and Exemptions:

The Agency will assist to consultant in grant of following from Government:

- (a) Provide the Consultants, the Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of BIHAR reasonable amount of currency for the purposes of the Services or use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

17.2 Access to Land:

The Agency warrants that the Consultants shall have free of charge unimpeded access to all land in the State of BIHAR in respect of which access is required for the performance of the Services.

17.3 Payment:

In consideration of the Services performed by the Consultants under the executed agreement, the Agency shall make to the Consultants such payments and in such manner as is provided by GC.

18. PAYMENTS TO THE CONSULTANTS

18.1 Cost Estimates; Ceiling Amount:

- (a) The payment to the Consultant in consideration of the services rendered by him shall be made on the basis calculated as per rate agreed.

18.2 Currency of Payment:

All payments under the executed agreement shall be made in Indian Rupees.

18.3 Penalties:

In case consultant fails to render satisfactory services (to be determined by the Employer based inter-alia on PIU report) with regard to any portion of the Activities comprising the Consultancy or in providing timely Reports with regard thereto, the Consultant shall be liable to pay penalty @0.5% (One half percent) per calendar day subject to maximum of 10% (ten percent) of the contract sum calculated pro-rata for the Activity. However, if provision of services is delayed due to unavoidable circumstances, suitable extension of time for completion of services shall be granted upon receipt of express request containing full justification.

18.4 Recovery:

Any sum falling due or any loss caused due to the executed agreement shall be recoverable by the Agency from the Consultant as if it were arrears of land revenue.

19. SETTLEMENT OF DISPUTES

19.1. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the executed agreement or the interpretation thereof.

19.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this RFQ, which cannot be settled amicably within thirty (30) days after receipt, by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified hereof.

19.3 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between Consultant and the Agency as per provisions of the RFQ the same shall be referred for settlement to the Adjudicator in the person of the Secretary (or the Head) of the Nodal Department of the State Government within 14 days of arising of such disputes. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute. Performance under the Contract shall continue notwithstanding the reference to the Adjudicator.

19.4 Any Party not satisfied with the decision of the Adjudicator shall be free to refer the case for arbitration under the provisions of The Arbitration and Reconciliation Act 1996 within 30 days. If neither Party prefers the dispute to Arbitration within the above 30 days, the Adjudicator's decision will be final and binding.

19.5 Except where the decision has become final, binding and conclusive in terms of sub Clause above, the disputes or difference shall be referred for Adjudication through arbitration by a sole Arbitrator appointed by the Secretary (or the head) of the Nodal Department of the State Government.

19.6 It is the term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with notice for the appointment of Arbitrator and giving reference to the rejection by the Adjudicator.

19.7 The cost and expenses of arbitration proceedings shall be paid as determined by the arbitrator.

19.8 Miscellaneous:

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

20. JURISDICTION

The contract has been entered into the State of Bihar and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Patna High Court, Patna, Bihar. No other jurisdiction shall be applicable.

21. FORMAT OF COVER LETTER TO FINANCIAL PROPOSAL

[Location, Date]

TO:
[Name & Address of the Employer]

Sir,

Subject: **Consultancy Services for District Rural Road Plan (DRRP)
Project RFQ for DRRP**

Regarding Financial Proposal

1. I/We the undersigned, offer to provide consulting services for the above project I.D. No. _____ in accordance with your RFQ dated [Date] and my/our proposal (technical and financial proposals). My/Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes, levies.
2. My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal or the date extended by me/us i.e. [Date].
3. I/We certify that I/we have not engaged any Agents, nor I/we have paid any fee to any Agent for procuring this consulting service.
4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Signature.....

Encls:

Full Name.....
 Designation.....
 Address.....

(Authorized Representative)

22. FINANCIAL PROPOSAL STANDARD FORMS

**Proposed Rate for Providing Services as
Mentioned in TOR.**

**Rate Per km
Rs.....
Including all taxes.**