

GOVERNMENT OF BIHAR
BIHAR RURAL ROAD DEVELOPMENT AGENCY (BRRDA)
EXPRESSION OF INTEREST (EOI) cum REQUEST FOR QUOTE (RFQ)
For Empanelment of Consultancy
Services for preparation of Detail Project
Report (DPR) under PMGSY-III

BRRDA, RWD, Govt. of Bihar, invites Expression of Interest cum Request For Quote (RFQ) For Selection of Consultancy Services from consultancy firm/agency, qualified & eligible as described in Terms of Reference (ToR) for the empanelment in the department for preparation of Detailed Project Report (DPR) under PMGSY-III as per guidelines of PMGSY-III. The Expression of Interest cum Request For Quote (RFQ) will remain valid for 3 (three) years initially and can be extended on the basis of performance and requirement after mutual concurrence.

PMGSY-III envisages connectivity of infrastructure facilities (Agriculture Market, Education, Medical and transport infrastructure etc. as described in PMGSY-III Guidelines) of the existing Rural Road Network to improve its overall efficiency as a provider of transportation services for people, goods and services. It aims to cover up-gradation of existing selected rural roads partially with new roads based on their economic potential and their role in facilitating the growth of rural market centers and rural hubs.

The broad objective of the above assignment is to prepare DPR of PMGSY-III, which includes:

- To carry out all types of detailed Surveys, Traffic Census with investigation of roads and collecting all required necessary data as per PMGSY-III Guidelines and prevailing IRC codes.
- Carry out detailed engineering design for the identified rural roads.
- Carry out all types of detailed surveys for bridges, vented causeways, Box culverts etc.
- Carry out detailed engineering design for bridges, vented causeways and culverts.
- Propose improvement of geometrics of road and all road safety measures as per guidelines.
- To suggest/proposed new/innovative technology in the road/bridge sector which may result in improved life cost saving.
- Carry out on line updating on OMMAS. (Web site for PMGSY)
- To get the DPRs scrutinized by concerned STA and PTA as per Guideline of PMGSY.
- Getting approval from competent authorities as per PMGSY-III Guidelines.
- Provide clarification during vetting/sanction of DPRs by National Rural Infrastructure Development Agency (NRIDA) an agency of Ministry of Rural Development, Govt. of India. (MoRD, GoI)
- Technical approval/Sanction and BOQ approval for the sanctioned projects from competent authorities.

Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The minimum criteria for short-listing are:

- Must have an experience of preparing DPR with all necessary Survey, Traffic Census, Data and Topographical Survey/Remote Sensing/GIS Survey for a minimum of **1000 km**.
- Must have minimum annual turnover of INR 10.00 lakh in any one of the last 5 financial years. (Consultants should submit audited financial reports of last five financial years).

The attention of interested Consultants is drawn to the fact that compensation provided for this assignment will be quoted in INR. Consultants may associate with other firms in the form of a **Joint Venture or a Sub-consultancy to enhance their qualifications**.

The EOI cum RFQ documents would be seen/downloaded from our website **www.rwdbihar.gov.in** or may be obtained from the office of ACEO-cum-Secretary, BRRDA from **18.02.2021 (10:00 Hours) up**

to **25.02.2021 (15:00 Hours)** on payment of **Rs. 5000/- (Non-Refundable)** for each empanelment in form of bank draft from scheduled/nationalized bank in favor of **Secretary, BRRDA, RWD, Bihar** payable at **Patna**. Firms/Agencies downloading EOI cum RFQ document from the departmental website will have to submit the Form/Document fee of Rs. 5000/- in form of bank draft issued from nationalized/scheduled bank at the time of submission of EOI cum RFQ document. **Pre-Bid Meeting will be held on 19.02.2021 at 11:00 Hours** in the Conference Hall 3rd Floor, Bhumi Vikash Bank, Budh Marg, Patna-800001 of BRRDA.

The Department reserves the right to accept or reject any or all the EOI cum RFQ without assigning any reason.

Documents required for is as follows: -

- The Company/Firm/Agency should have similar work experience of such type as mentioned in the expression of interest.
- The Company/Firm/Agency must enclose PAN/Service Tax/GST Registration (As applicable)
- Agency must submit the Demand Draft.

Interested consultancy firm/agency may submit their EOI cum RFQ in sealed envelope consisting of technical proposal and financial proposal in 02 separate envelopes clearly superscripted as **"Request for EOI cum RFQ for empanelment of Consultancy Services for preparation of Detail Project Report (DPR) under PMGSY-III, Bihar"** up to **26.02.2021 on or before 15:00 Hours** at the address mentioned below:

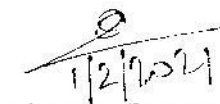
"Addl. CEO-Cum-Secretary-cum-Empowered Office, Bihar Rural Roads Development Agency, 3rd Floor, Land Development Bank, Budh Marg, Patna-800001".

Technical proposal opening date: 26.02.2021 (from 15:30 Hrs.)

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.

The EOI cum RFQ may be submitted personally or through representative by dropping in the tender box of BRRDA or may be sent through Speed post. The EOI cum RFQ received after schedule date and time of submission will not be accepted. Late submission will not be entertained due to delay in postal services.





(Sanjay Dubey)

**Secretary-cum-Empowered
Officer, BRRDA, Bihar**

E-mail.id: pmgsvrwdbihar@gmail.com,

DISCLAIMER

1. The information contained in this Expression of Interest cum Request For Quote document ("EOI cum RFQ") 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 RFQ and such other terms and conditions subject to which such information is provided.
2. This EOI cum RFQ document is neither an agreement nor an offer by the Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this EOI cum RFQ 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 RFQ.
3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI cum RFQ document and it is not possible for RWD to consider particular needs of each party who reads or uses this EOI cum RFQ document. This EOI cum RFQ includes statements which reflect various assumptions and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI cum RFQ document and obtains independent advice from appropriate sources.
4. 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, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI cum RFQ document, any matter deemed to form part of this EOI cum RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EOI cum RFQ.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI cum RFQ

7. RWD will not be responsible for any delay in receiving the proposals. The issue of this EOI cum RFQ does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept / reject any or all of proposals submitted in response to this EOI cum RFQ document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI cum RFQ Application.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. RWD reserves the right to change / modify / amend any or all provisions of this EOI cum RFQ document. Such revisions to the EOI cum RFQ amended will be made available on the website of RWD.

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SECTION -A. Letter of Invitation

EOI cum RFQ No. - _____

Dated/...../.....
Vishweshwaraiya Bhawan, Patna

Dear Mr. / Ms.

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.
2. 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 will include such linkages" providing rural connectivity, 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 program 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-III.
3. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Consultancy Services for Preparation of DPRs for roads and bridges eligible under PMGSY-III in the state of Bihar. More details on the Services are provided in the Terms of Reference.
4. This Expression of Interest cum Request For Quote (EOI cum RFQ) has been addressed to all those consultants who are interested to participate in the bidding provided they meet eligibility criteria.
5. A firm will be selected under Least Cost Selection (LCS) procedures and in a Full Technical Proposal (FTP) format as described in this EOI cum RFQ.
6. The EOI cum RFQ includes the following documents:

SECTION -A	Letter of Invitation
SECTION -B	Instructions to Consultants
SECTION -C	Terms of Reference
SECTION -D	Technical Proposal Standard Forms
SECTION -E	General Conditions of RFQ (GC)
SECTION -F	Special Conditions of RFQ (SC)
SECTION -G	Obligations of the Consultants
SECTION -H	Consultant's Personnel
SECTION -I	Payments to the Consultants
SECTION -J	Settlement of Disputes
SECTION -K	Format of Cover Letter to Financial Proposal
SECTION -L	Financial Proposal Standard Forms

7. Details of the proposal submission date, time and address are provided in the Clause 15.5

Yours sincerely,



Secretary

Bihar Rural Roads Development Agency

Rural Works Department

Patna - 800001

E-mail: pmgsyrwdbihar@gmail.com

SECTION -B Instructions to Consultants

1. Introduction:

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 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 will include such linkages" providing rural connectivity. 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 program 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-III.

1.3 Objectives of PMGSY-III :

1.3.1 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.

1.3.2 The Government is keen to facilitate easy and faster movement to and from the food processing centers, 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.

1.3.3 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.

1.3.4 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.

1.3.5 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 metaled road or require strengthening and widening of existing roads.

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

- The target date of completion of PMGSY-III program is March 2025.
- GIS based DRRP and Planning for higher Utility has already been done.
- Existing ODR/RR/VR Roads before completion of its design life of 10 years are not eligible under this scheme.
- Higher category roads MDR, SH and NH are also 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 AWR or require strengthening/widening of existing roads can be taken up.

2. The Consultant:

2.1 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 in Section E. 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.

2.2 The Consultant will be engaged by the BRRDA on approved TOR. The CVs of key personnel shall be included in the EoI 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.

3. Implementation Arrangements:

3.1 The Consultant would be required to establish one main office for all monitoring and co-ordination purposes at Patna. The List of Districts covered are provided in **Table 1**.

Table 1. Districts Covered

Districts Covered (38 Nos.)
Patna, Rohtas, Kaimur, Naland, Bhajpur, Buxar, Gaya, Nawada, Aurangabad, Jehanabad, Arwal, Bhagalpur, Banka, Munger, Sheikhpura, Lakhisarai, Jamui, Saharsa, Khagaria, Madhepura, Supaul, Purnea, Katihar, Kishanganj, Araria, Saran, Siwan, Gopalganj, Muzaffarpur, Vaisahali, Sitamarhi, Sheohar, East Champaran, West Champaran, Darbhanga, Madhubani, Samastipur, Begusarai

4. Scope of Activities:

Framing strategy and detailed engineering designs for the road and cost estimates as per prevalent IRC standards. The scope of services shall thus cover the following major tasks but shall not be limited to them.

4.1 While commencing with the preparation of the DPR, the consultant & PIU will hold a consultation with the local community through the mechanism of the Gram Panchayat in order to determine the most suitable alignment, sort of issues of land availability (including forest land), moderate any adverse social and environmental impact and elicit necessary community participation in the program. For this purpose the PIU will organize an informal 'Transect Walk' as follows;

- i. The Transect walk shall be undertaken by the Consultant, accompanied by Junior Engineer/AE of the Department (Mandatory). The local villagers and the Pradhan /Panch of the Panchayat / Ward & the local Forest official may also be associated. Details of road history must be included in technical report
- ii. During the walk, issues relating to alternative alignments, land requirements for the road, finalization of Cross Drainage and its impact on landowners, etc. will be discussed with members of the local community present.
- iii. Environmental impact on vegetation, soil and water etc. shall be identified for resolution.
- iv. During the walk, due opportunity shall be given to interested persons to put forward their point of view.
- v. At the end of the walk, alignment shall be finalized after recording the issues that arose during the walk and the action taken / proposed to resolve the issues. This shall be reduced to writing in a document by the Secretary of the Panchayat and countersigned by the Panch/ Pradhan. A copy of this document shall be attached to the finalised DPR.

4.2. Procedure for preparation of DPRs under PMGSY – III

The consultant will ensure the following in preparing the Detailed Project reports:

- i. The Rural Roads constructed under the Pradhan Mantri Gram Sadak Yojana must meet the technical specifications and geometric design standards given in the Rural Roads Manual of the IRC (IRC:SP20:2002) and also, where required, the Hill Roads Manual (IRC:SP:48)
- ii. The choice of design and surface for the road would be determined, inter alia, by factors like traffic density, soil type and rainfall, following the technical specifications laid down in the Rural Roads Manual (IRC:SP20:2002).
- iii. Where the road passes through a Habitation, the road in the built-up area and for 50 meters on either side may be appropriately designed preferably as a CC pavement, besides being provided with side drains. Appropriate covered side drains and cross drainage will be provided, so that improper drainage does not damage the road or the dwellings alongside.
- iv. Wherever local materials are available, they should be prescribed subject to adherence to technical norms and relevant Codes of Practice to use local material and specially Fly Ash.
- v. The Rural Roads constructed under the scheme must have proper embankment / drainage. Adequate number of Cross Drainage (CD) works, including cause-ways where appropriate, must be provided based on site requirement ascertained through investigation. Minor bridges may be provided where necessary. In case the span exceeds 15m, a separate DPR will be prepared after site inspection.
- vi. For village portion carriage earth can be provided (if required)
- vii. All DPRs shall be in strict adherence to PMGSY template stipulated by NRIDA.

5. The responsibility of Consultant will include:

- i) Conduct existing pavement condition survey and road inventory.
- ii) Study and assess adequacy of drainage system.
- iii) Inventory and detailed condition surveys for bridges and other cross drainage structures in case of existing roads.
- iv) Conduct traffic study analysis as per existing guidelines.
- v) Identification of sources of construction material. Conduct a detailed soil and material survey for the purpose of pavement design and for ascertaining the location availability and suitability of road construction material. (Attach quarry charts etc.)
- vi) Conduct topographic survey at detailed engineering sections for collecting all information for designing all works.
- vii) Conduct soil and pavement investigations at detailed engineering sections. One test for CBR where change of strata is observed. CBR test shall be conducted in the laboratory and test results should be attached with DPR. The Laboratory selection shall be done with the consent of BRRDA.
- viii) Carry out detailed engineering design for the bridge structures and all vented causeways along the project corridor. Conduct sub-soil investigations pertaining to the structures as follows:
 - (a) For slab/HP, box culvert one trial pit each.
 - (b) Vented causeways and bridge 2 trial pits.
 - (c) If exposed rock is available, no trial pit is required.
- ix) Prepare cost estimate for proposed work based on schedule of rates. For items not covered by schedule the same be accompanied by the analysis.
- x) Based on detailed survey and investigation prepare detailed engineering drawing including working drawing.
- xi) Suggest water-conserving structures on CDs/vented causeways wherever feasible (and give their detailed design).
- xii) Consultant will have to prepare land plan.
- xiii) PREPARE REPORT ON PROJECT PREPARATION IN FOUR VOLUMES AS FOLLOWS:
(Both in hard and soft copies)
 - (a) Main report covering the methodology, details of all field surveys traffic analysis and investigations, details of proposed improvement etc.
 - (b) Design report covering design pavement and bridge/CD structures etc. as also details of materials surveys conducted by consultants.
 - (c) Bill of quantities and detailed cost estimates.
 - (d) Drawing folder containing detailed engineering drawings for all proposed new / improvement work as recommended by the relevant IRC standards for roads bridges/CDs For items not covered by schedule, same be accompanied by the analysis.
 - (e) Detailed report relating to source of construction material, location lead etc.
- xiv) The specification for the various items of works should be as per the "Specifications for Rural Road" issued by Indian Road Congress. IRC-SP 19 Manual on Survey Investigation of Preparation of Road Project. IRC SP-20 Design construction and Maintenance of Rural Roads. *IRC SP 72, Design of rigid pavement IRC SP-62 & Design of small bridges IRC SP-13 and also codal provisions as per requirements.*

- xv) The Consultant will submit or help in submitting road safety audit report with the DPR as per guidelines of PMGSY-III.
- xvi) Independent 3rd party traffic survey, including the Axle load survey shall be carried out for all the proposed roads as per prevailing guidelines of PMGSY-III.

6. REPORT AND DOCUMENTS:

The consultant will be required to submit the following reports and documents at the time and in the number of copies indicated against each. (Both hard copy and soft copy Road wise in excel and PDF).

- a) Draft detailed Works Program within 7 days from the date of receipt of work order, based on the reconnaissance and condition surveys etc. in two copies.
- b) Preliminary project report indicating scope specifications and details of works. Tentative cost estimates in prescribed formats. within 14 days from the date of work order.
- c) Draft report on project preparation in four volumes to be submitted within 21 days from the date of work order in two sets.
- d) After submission, DPRs will be duly scrutinized by nominated STA, for administrative approval. The proposals will be submitted in prescribed Format of DPR Template of NRIDA.
- e) The consultant shall assist PIU in defending the DPRs and if any correction is required, has to be incorporated by concerned Consultant.
- f) DPRs will be scrutinized by nominated NRIDA and PTA and if any correction is required, has to be incorporated by concerned Consultant.
- g) Final DPRs of the project to be submitted for technical sanction after sanction from NRIDA.
- h) After technical sanction BOQ for approval in two sets of proposal will be submitted to PIU.
- i) Revision of DPRs due to changes in rates/site conditions during the execution of project shall be carried out without any extra cost with revised BOQ.

7. Staffing and Other Inputs:

The consultant shall be required to form a team for this assignment. The consultant's team shall be manned with adequate number of experts having relevant experience in the similar assignments. List of key personnel to be fielded by the consultant is given below.

- a. Team Leader – 1 Team Leader for packages up to 1000 km road length.
- b. Pavement Engineer minimum 1 No. for every 250 km. road length
- c. Asst. Material Engineer minimum 1 No. for every 250 km road length.
- d. Sufficient numbers of Surveyors team so as to complete the job in prescribed time limit for every 250 km.
- e. Survey by total station (Mandatory) with prism. Design by MX Road suite, STAAD pro software, Micro Station Auto-cad.
- f. Office staff acquainted with Data entry/IT works related with PMGSY.

In case of package more than above prescribed road length then the staff capacity is to be increased in multiple.

The Headquarters of the Team leader and Pavement Engineer shall be at District HQR. of PIU and they will always be in touch with PIUs.

f. Basic Qualification of the Team:

Sl. No.	Key Staff		Qualification and Experience	Overall Responsibility
1.	Team Leader	1. Team Leader for packages up to 1000 km road length	<ol style="list-style-type: none"> 1. M.Tech. / B.Tech. in Civil Engineering from a recognized university/Institution. 2. Age should not be more than 65 years. 3. Membership: Membership of a recognized Professional Society will be preferable. 4. Experience: should have a minimum of 12 years' experience in the field of highway engineering out of which he must have completed at least one project for high quality road as Pavement Engineer/Bridge Engineer/Material Engineer of the survey investigation and preparation of DPR Team. 	The Team Leader (TL) shall be responsible for all technical presentations concerning the various facets of the survey investigation and preparation of DPR and shall maintain close communication with PIU, RWD. TL shall be the Consultants Authorized Representative and shall interact with RWD on behalf of the Consultants appointed for the services. TL shall be full-time on the job.
2.	Pavement Engineer	Pavement Engineer 1 No. for every 250 km. road length	<ol style="list-style-type: none"> 1. B.Tech. in Civil Engineering 2. Education: should be a Graduate in Civil Engineering from a recognized University/Institution. 3. Age should not be more than 60 years. 4. Experience: should have a minimum 5 years' experience in the field of Highway Engineering. 5. Membership: membership of a recognized Professional Society will be preferable. 	The Pavement Engineer shall be responsible for technical knowhow in preparation of DPRs. Will be answerable to Team Leader Timely submission of district wise DPRs.
3.	Asst. Material Engineer	Asst. Material Engineer 1 No. for every 250 km road length.	<p>Diploma in Civil Post-Graduation Not Required</p> <ol style="list-style-type: none"> 1. Education should have a Degree/Diploma in Civil Engineering from a recognized University/Institution 2. Age should not be more than 60 years. 3. Experience: should have a minimum 5 years' experience in the field of Highway Engineering. 	<ol style="list-style-type: none"> 1. Testing of all material to be used on work. 2. Review and approve the test results/certificates of all construction material and/or sources of material and carry out additional tests as necessary to establish their quality. 3. Associate with the work tests being carried out by the

			4. Membership of a recognized Professional Society will be preferable.	contractor and undertake additional tests as necessary to assess the quality of works.
4	Surveyors	Surveyors to complete the job in prescribed time limit for every 250 km.	Diploma in Civil Engineering of three years duration or ITI in Land Surveying of two years duration from any recognized institution recognized by the State Board of Technical Education	The Surveyors shall be responsible for technical knowhow in surveying of DPRs. Will be answerable to Team Leader for helping him in submission of district wise DPRs.
5	Office staff acquainted with Data entry/IT works related with PMGSY.	Office staff acquainted with Data entry/IT works related with PMGSY.	Intermediate/10+2 and must have qualified Diploma in Computer Application (DCA) is a one-year or six-month diploma course in the field of computers and Data entry	Responsible for all types Data Entry as per guidelines of PMGSY-III.

8 Evaluation Criteria of Technical Proposal

The numbers of points to be given under each of the evaluation criteria are:

(i)	Approach and methodology	Maximum Points 500
(a)	Turnover 10 lakhs= 10 points, and so on for every 10 lakhs up to 02 Cr.= 200 points.	200
(b)	Preparation of DPR 1000 km=50 points and so on for every 1000 km up to 4000 km= 200 points.	200
(c)	Understanding of Objective Appropriateness of the Methodology, Work Program and others	100
(ii)	Personnel (Area of Expertise)	500**
	<i>Key Experts</i>	
(a)	Team Leader @ 100 points per 1000 km.	100
(b)	Pavement Engineer @45 points per 250 km.	180
(c)	Asst. Material Engineer @20 points per 250 km.	80
(e)	Surveyors @10 points per 250 km.	40
(f)	Data entry / IT works staff @25 points per 250 km.	100
	Maximum Total Points	1000 Points

The minimum technical score required to pass is: 500 Points

The number of points to be given for qualifications and competence for the assignment for PMGSY projects will be enhanced by 20%

The CV's of key personnel shall be included in the EoI-cum-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.

SECTION -C Terms of Reference

9. Facilities:

- 9.1 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.

10. Reports:

- 10.1 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.

- a. **Inception Report:** To be submitted within two (2) weeks of the commencement of services. The report will be based on work and staffing schedules agreed during contract negotiations, will include the consultants detailed work program including Quality Assurance Plan. (3 copies)
- b. **Progress Report:** Fortnightly reports to be submitted by the 20th day of the commencement month, quarterly report to be submitted by the 5th day of the following month.
- c. **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.

11. Additional Services:

- 11.1 The Consultant shall, if so required by the Employer, provide any additional services at man month rates as per the contract, or as mutually agreed upon as a variation order.

12. Performance Security:

- 12.1 The Consultant shall be required to submit acceptable Fixed Deposit Receipt (FDR) issued from scheduled bank situated within the State of Bihar for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Fixed Deposit Receipt (FDR) shall cover entire duration of the consultancy period plus 6 months. The format of the Fixed Deposit Receipt (FDR) shall be got approved from the Employer. The Fixed Deposit Receipt (FDR) 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.

13. Penalties:

- 13.1 (i) 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 pertaining to the approved work program, the Consultant shall be liable to pay penalty @0.5% (half percent) per calendar day subject to maximum of 10%(ten percent) of the contract amount.
- (ii) 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.

- (iii) 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 of the agreement and or black listing.

14. **Payment Schedule:**

Payment shall be made on the basis of following Milestones proposed taking consideration as per Clause-6 :

Payment schedule for performing the work shall be as follows: -

- | | | | |
|-------|--|---|-----|
| (i) | On acceptance of work program –Mobilization Advance
(Against submission of B.G. valid for the agreement period from any
Schedule Bank/Schedule Bank outside the state then it will be converted
to Schedule Bank within the state executing the agreement.) | : | 5% |
| (ii) | On submission of draft report to concerned STA and Approval
From STA and PTA | : | 10% |
| (iii) | On Approval of project from MoRD | : | 15% |
| (iv) | On Acceptance of final report (DPR) for Technical
Sanction and Acceptance of BOQ | : | 40% |
| (v) | On completion of project | : | 30% |

SECTION -D 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. in accordance with your Request For Quote 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.....
 Full Name.....
 Designation.....
 Address.....

 (Authorized Representative)

Encls:

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

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 :	
POSITION HELD AND DESCRIPTION OF DUTIES :	(Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.)
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 CERTIFICATION (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 Bio data 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 EXPERT 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/University ofXYZ)</i>	<i>20 yrs.</i>	<i>• o</i>	<i>By Expert</i>

Abbreviations:

FT – Regular Full Time

OS – Other Sources

IP – Independent Expert

SECTION -E. General Conditions of RFQ (GC)

15.1 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 16 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;

15.2 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.

15.3. Law Governing the RFQ:

This RFQ, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

15.4. 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.

15.5 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, RRDA
3rd Floor, Bhumi Vikash Bhawan, Budh Marg
Patna-800001
E-Mail: pmgsyrwdbihar@gmail.com

Consultants: -----

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

[Note: Fill in the blanks]

15.6 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.

15.7 Location:

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

15.8 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-Mail: pmgsyrwdbihar@gmail.com

Consultants: -----

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

15.9 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.

SECTION -F Special Conditions of RFQ (SC)

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

- | | |
|------|--|
| 16.1 | The executed agreement shall come into force and effect on date order to commence services is issued by Agency. |
| 16.2 | The time period shall be 07 days unless any other time period parties may agree in writing. |
| 16.3 | The time period shall be 07 days unless any other time period parties may agree in writing. |
| 16.4 | The time period shall be 03 months unless any other time period parties may agree in writing. |
| 16.5 | 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". |
| 16.6 | The Consultant shall not use these documents for purposes unrelated to execute agreement without the prior written approval of the Agency. |
| 16.7 | The person designated as Team Leader/Resident Engineer in TOR shall serve in that capacity, as specified. |

17 Commencements, Completion, Modifications and Termination of Agreement

17.1 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.

17.2 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.

17.3 Commencement of Services:

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

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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.

18 Termination

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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):

SECTION -G. Obligations of the Consultants

19.1 General

19.1.1 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 SECTION -C

19.1.2 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.

19.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to SECTION -C 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.

19.2.2 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.

19.2.3 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.

19.2.4 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 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.

19.10 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.

SECTION-H CONSULTANT'S PERSONNEL

20.1 General:

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

20.2 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.

20.3 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.

20.4 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.

20.5 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.

21. OBLIGATIONS OF THE CLIENT

21.1 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.

21.2 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.

21.3 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.

SECTION -I. PAYMENTS TO THE CONSULTANTS

22.1 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.

22.2 Currency of Payment:

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

22.3 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.

22.4 Recovery:

Any loss caused to the agency in the executed agreement shall be recoverable/adjusted by the Agency from the consultancy fees falling dues. If work is not executed on ground fully or partially due to any reason then recovery will be done.

SECTION -J. SETTLEMENT OF DISPUTES

23.1. 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

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

23.8 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.

23.9 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.

SECTION -K. 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)

SECTION -L. FINANCIAL PROPOSAL STANDARD FORMS

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

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