

बिहार सरकार
ग्रामीण कार्य विभाग

पत्रांक :- BRRDA/SQC-04/2020 73 2020 /पटना, दिनांक- 10.02-2021
प्रेषक,

ई0 अशोक कुमार मिश्रा,
अभियंता प्रमुख,
सेवा में,
ई0 नलिन कुमार सिन्हा,
नोडल E-advertisement पदाधिकारी
ग्रामीण कार्य विभाग,
बिहार, पटना।

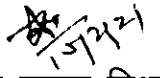
विषय:- राज्य गुणवत्ता समन्वयक के कार्यालय के सुदृढीकरण हेतु 8 Technical staff के नियुक्ति हेतु SPA के EOI प्रकाशन के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में सूचित करना है कि प्रधानमंत्री ग्राम सड़क योजना अन्तर्गत गुणवत्ता को सुदृढ करने हेतु राज्य गुणवत्ता समन्वयक कार्यालय के लिए Consultancy के माध्यम से 8 Technical staff की नियुक्ति किया जाना है। इसे राज्य के हिन्दी एवं अंग्रेजी समाचार पत्रों एवं राष्ट्रीय स्तर के हिन्दी एवं अंग्रेजी समाचार पत्रों में प्रकाशित करने की कारवाई की जाए।

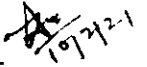
- अनु0-1. सूचना की सी0डी0
2. सूचना-2 प्रतियों में।

विश्वासभाजन


(अशोक कुमार मिश्रा)
अभियंता प्रमुख

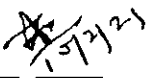
ज्ञापांक :- BRRDA/SQC-04/2020 73 2020 /पटना, दिनांक:-10-2-2021

प्रतिलिपि: अनु0 के साथ प्रशासनिक पदाधिकारी, बिहार ग्रामीण पथ विकास अभिकरण, ग्रामीण कार्य विभाग, पटना को सूचनार्थ एवं कार्यालय के सूचना पट्ट पर लगाने हेतु प्रेषित।


अभियंता प्रमुख

ज्ञापांक :- BRRDA/SQC-04/2020 73 2020 /पटना, दिनांक:-10.02-2021

प्रतिलिपि: अनु0 के साथ सभी कार्यपालक अभियंता, कार्य प्रमंडल/सभी अधीक्षण अभियंता, कार्य अंचल, ग्रामीण कार्य विभाग, पटना को सूचनार्थ एवं कार्यालय के सूचना पट्ट पर लगाने हेतु प्रेषित।


अभियंता प्रमुख

**Bihar Rural Road Development Agency
Under Rural Works Department, GOB**

EXPRESSION OF INTEREST (EOI)

Notice No BRRDA/SQC/QMU-01/2020-21

date:

For selection of Service Provider Agency (SPA) to supply Technical manpower for the Quality Management Unit (QMU) set up under State Quality Co-ordinator

The state has onus of building approximately 55,219 km of rural roads under Pradhan Mantri Gram Sadak Yojana.

To monitor the quality of all PMGSY work the Department has to set up a Quality Management Unit which will monitors the quality of PMGSY schemes through its "Three Tier Quality Management system" as per PMGSY Guidelines.

BRRDA invites eligible Service Provider Agency to indicate their interest to supply technical staff for the Quality Monitoring Unit (QMU) in the form of Technical Staff under SQC. Total 8 number of Technical Staffs are required.

Sl.NO	No of Technical Staff required	Minimum Qualification for eligibility
1	8	Degree in Civil Engineering Or equivalent(GATE Qualified), Basic knowledge of Computer

Interested agency should provide information demonstrating that they have the required qualifications and relevant experience to perform the above services. The short listing criteria are:

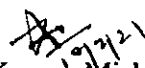
- (i) The Bidder should be a legally registered entity in India, registered as Service Provider Agency since last 5 (Five) years as on the date of submission of bid. The bidder must be a company registered under the Indian Companies Certification Act.
- (ii) The Bidder should have Minimum 2 years of Experience working with any Agency of Central/State government/ PSU as Technical Manpower (Civil Engineer) Supply Agency.
- (iii) The firm should have minimum average annual turnover of Rs. 2.00 crores (Rs Two crores only) during each of last 3 financial years
- (iv) The bidder must have valid GST registration certificate, EPF Registration & ESIC Registration as on the date of submission of bid.
- (v) The bidder should not be black listed by any entity.

Service Provider Agency may associate with other firms in the form of joint venture to enhance their qualification. Service Provider Agency will be selected in accordance with the selection based on the **Least Cost Selection method.**

Further information can be obtained from Sri Sanjay Dubey A.C.E.O. BRRDA, Patna during Office hour or on Phone No. 0612-2547239, 2233054, 2233109 at the address as mentioned below during office hours i.e. 10:00 to 18:00 hours from 15 Feb 2021 to 22 Feb 2021. Expression of interest must be delivered in a written form to the address below (in person, or by speed post) by 18 March 2021 3:00 PM in the office of **Engineer in Chief, Rural Works Department, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna** in a sealed envelope.

This EOI does not entail any commitment on the part of under signee, either financial or otherwise. Under signee reserves the right to accept or reject any or all proposal without incurring any obligation to inform the affected applicant/s of the grounds.

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(Ashok Kumar Mishra)
Engineer-in- Chief

REQUEST FOR PROPOSAL(RFP) FOR
SELECTION OF SERVICE PROVIDING
AGENCY TO SUPPLY TECHNICAL
STAFF FOR
QUALITY MONITORING UNIT
UNDER SQC BRRDA

BIHAR RURAL DEVELOPMENT
AGENCY,
UNDER GOVERNMENT OF BIHAR

DECEMBER 2020

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



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Section-1

**Instructions to Service Providing Agency to
Provide Services of Technical Staff for
Quality Monitoring Unit Under State
Quality Co-ordinator BRRDA, RWD,
Patna**

Section1 - Instructions to Service Providing Agency to Provide Services of Technical Staff for Quality Monitoring Unit under SQC.

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Definitions

- (a). “Client” means the agency with which the selected SPA signs the Contract for the Services.
- (b). “SPA” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c). “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d). “Data Sheet” means such part of the Instructions to SPA used to reflect specific country and assignment conditions.
- (e). “Day” means calendar day
- (f). “Government” means the government of Bihar.
- (g). “Instructions to SPA” (Section 2 of the RFP) means the document which provides shortlisted SPA with all information needed to prepare their Proposals.
- (h). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted SPA.
- (i). “Personnel” means professionals and support staff provided by the SPA or by any Sub-SPA and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j). “Proposal” means the Technical Proposal and the Financial Proposal.
- (k). “RFP” means the Request For Proposal to be prepared by the Client for the selection of SPA, based on the SRFP.
- (l). “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m). “Services” means the work to be performed by the SPA pursuant to the Contract.
- (n). “Sub-SPA” means any person or entity with whom the SPA subcontracts any part of the Services.

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- (o). “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the SPA, and expected results and deliverables of the assignment.

1. Introduction

- 1.1. The Client named in the Data Sheet will select a SPA firm/organization (the SPA) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2. The shortlisted SPA are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected SPA.
- 1.3. SPA should familiarize themselves with local conditions and Proposal, or a take them into account in preparing their Proposals. To obtain first- hand information on the assignment and local conditions, SPA are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. SPA should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. SPA should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4. The Client will timely provide at no cost to the SPA the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. SPA shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the SPA.

Conflict of Interest

- 1.6. Bank policy requires that SPA provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, SPA, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below.

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A SPA (including its Personnel and Sub- SPA) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the SPA to be executed for the same or for another Client. For example, a SPA hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a SPA assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a SPA hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii). A SPA (including its Personnel and Sub- SPA) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 SPA have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the SPA or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as SPA under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the SPA nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the SPA as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted SPA could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all shortlisted SPA together with this RFP all information that would in that respect give such SPA any competitive advantage over competing SPA.

Fraud and Corruption

1.7 In pursuance of this policy, it is defined as

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly: or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) "obstructive practice" is (aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

1. This context, any action taken by a SPA or a sub-SPA to influence the selection process or contract execution for undue advantage is improper.
2. "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.
3. A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.
4. "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

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1.8 SPA, their agents (whether declared or not), personnel, sub- contractors, sub-SPA, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the client in accordance with the above para. 1.7. Furthermore, the SPA shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 SPA shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the SPA is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

1.10 A firm or an individual selected by the client in accordance with the above para. Found involved in any of the corrupt and fraudulent practice as stated may be terminated with their security deposit liable to be forfeited

Eligibility of Sub SPA

1.11 who have not been shortlisted and/or individual expert(s), such other SPA and/or individual expert(s) shall be subject to the In case a shortlisted SPA intends to associate with SPA eligibility criteria set forth in the Guidelines.

Origin of Goods and Consulting Services

1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

As a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or;

By an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only One Proposal

1.13 **Shortlisted SPA can bid for all the packages but work will be allotted only 1 (one) Package.** Bid finalization shall be carried out package wise in chronological order. Once an SPA is allotted any package, his corresponding financial bid will not be considered to be opened for subsequent packages (**Deleted**).

Proposal Validity

1.14 The Data Sheet indicates how long SPA' Proposals must remain valid after the submission date. During this period, SPA shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request SPA to extend the validity period of their proposals. SPA who

agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, SPA could submit new staff in replacement, who would be considered in the final evaluation for contract award SPA who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

- 2.1** SPA may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all SPA. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para.2.2.
- 2.2** At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all SPA and will be binding on them. SPA shall acknowledge receipt of all amendments. To give SPA reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1** The Proposal (see Para. 1.2) as well as all related correspondence exchanged by the SPA and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2** In preparing their Proposal, SPA are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3** While preparing the Technical Proposal, SPA must give particular attention to the following:
 - (a)** If a shortlisted SPA considers that it may enhance its expertise for the assignment by associating with other SPA in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted SPA(s), or (b) shortlisted SPA if so indicated in the Data Sheet. A shortlisted SPA must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted SPA(s). In case of association with non-shortlisted SPA(s), the shortlisted SPA shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b)** The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-

months or budget estimated by the SPA. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

Language

(d) Documents to be issued by the SPA as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful SPA will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, SPA are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the SPA' organization and an outline of recent experience of the SPA and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-SPA/ Professional staff who participated, duration of the assignment, contract amount, and SPA's involvement. Information should be provided only for those assignments for which the SPA was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the SPA, or that of the SPA's associates, but can be claimed by the Professional staff themselves in their CVs. SPA should be prepared to substantiate the claimed experience if so requested by the Client.

(iii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii).

- (c) (i) For the FTP, and STP: a description of the approach methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
(iii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description for the training & capacity building shall be as per task - 14 of TOR.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the SPA' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

h

Taxes

- 3.7 The SPA may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the SPA is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 SPA may express the price of their services in Indian Rupees
- 3.9 Commissions and gratuities, if any, paid or to be paid by SPA and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para.1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the SPA themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the SPA shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** followed by the Loan/TA number and the name of the assignment, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the**

submission deadline indicated in the Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the SPA should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by SPA to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the SPA' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will have to score minimum technical marks. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for LCS

5.3 Following the scoring the minimum marks of technical Proposals, when selection is based on Least cost only (LCS), Technically qualified bidder quoting the lowest price will be declared as preferred bidder.

Public Opening and Evaluation of Financial Proposals

(only for LCS)

5.4 After the technical evaluation is completed , the Client shall inform the SPA who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those SPA whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing

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the selection process. The Client shall simultaneously notify in writing SPA that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow SPA sufficient time to make arrangements for attending the opening. SPA' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened publicly in the presence of the SPA' representatives who choose to attend. The name of the SPA, and the technical scores of the SPA shall be read aloud. The Financial Proposal of the SPA who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all SPA.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of LCS, scoring the minimum marks of technical Proposals, when selection is based on Least cost only (LCS), Technically qualified bidder quoting the lowest price will be declared as preferred bidder.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited SPA will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked SPA. Representatives conducting negotiations on behalf of the SPA must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the SPA to improve the Terms of Reference. The Client and the SPA will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to

ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the SPA.

Financial negotiations

- 6.3** If applicable, it is the responsibility of the SPA, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the SPA under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, SPA will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

- 6.4** Having selected the SPA on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the SPA may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the SPA within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

- 6.5** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the SPA will initial the agreed Contract. If negotiations fail, the Client will invite the SPA whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1** After completing negotiations the Client shall award the Contract to the selected SPA. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful SPA
- 7.2** The SPA is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the SPA who submitted the

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- ✓ Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any SPA of confidential information related to the process may result in the rejection of its Proposal.

Instructions to SPA

DATA SHEET

Paragraph Reference

- 1.1** Name of the Client: ACEO-Cum-Secretary, BRRDA, Rural Works Department, Government of Bihar, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800015, .Ph. 0612-2545176, E-mail:sqcrwdbihar@gmail.com
- Method of selection: Least- Cost Selection [LCS] Time Based
- 1.2** Financial Proposal to be submitted together with Technical Proposal: **Yes**
Name of the assignment is: Request for selection of service providing agency to supply Technical manpower for Quality monitoring cell in Rural Works Department, Govt. of Bihar
- 1.3** A pre-proposal conference will be held: **Yes**
- Local time on at the clients' office i.e. Meeting hall at Bihar Rural Road Development Agency, Rural Works Department, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna -800001. The Client's representative is: Engineer-in-Chief, RWD.
- Note: Keeping in view the current situation due to Covid-19, a decision on organizing pre-proposal meeting shall be communicated to all bidders subsequently.**
- 1.4** Proposals must remain valid 120 days after the submission date.
- 2** Clarifications may be requested not later than ten days before the submission date.
- The address for requesting clarifications is: ACEO-Cum-Secretary, BRRDA, RWD, 5th Floor, Vishveshwarya Bhawan, Bailey Road, Patna-800015.
- 3.1** Proposals shall be submitted in the following language: English
- 3.2** Shortlisted SPA may associate with other shortlisted SPA: **No**
- 3.3** The estimated number of technical staff required are 8 for 2 years
- 3.4** The format of the Technical Proposal to be submitted is: FTP
- 3.5** Training is a specific component of this assignment: **YES**

- 3.6 (1) a per diem allowance in respect of Personnel of the SPA for everyday in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; - **Not Applicable**
- (2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; - **Not Applicable**
- (3) Cost of investigations and surveys; - **Not Applicable**
- (4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; - **Not Applicable**
- 3.7 Amounts payable by the Client to the SPA under the contract to be subject to local taxation:
- The Client will:
- (a) Reimburse the SPA for indirect local taxes (such as GST) as per SCC-1.10 - **Yes**
- (b) Reimburse the SPA income tax paid in India on the remuneration for services provided by the nonresident staff of the SPA - **No**
- 3.8 SPA to state local cost in the national currency: **Yes.**
- 4.1 SPA must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal.
- 4.2 The Proposal submission address is: Engineer-in-Chief, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800001. Proposals must be submitted no later than the following date and time: 18.03.2021 till 15:00 Hrs

5.2 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

- (i) Specific experience of the SPA relevant to the assignment: [20]
(Last 3 years experience for 20 technical staff (civil engineer) per year)
- (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:
- a) Technical approach and methodology for providing T.S.'s [20]
- b) Work plan and understanding of the Quality control work of road and bridge projects [20]
- c) Organization support for work plan of assignment [16]

Total points for criterion (ii): [56]

(iii) Availability of pool of T.S.'s qualifications and competence of T.S.'s in specific field:

Technical Staff (08 Nos.)

[3]

Total points for criterion (iii):[24]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- | | |
|--------------------------------------|-------|
| 1) General qualifications | [30%] |
| 2) Adequacy for the assignment | [60%] |
| 3) Experience in region and language | [10%] |

Total weight: [100%]

Total points for the four criteria: [100]

The minimum technical score St required to pass is: 80 Points

5.6 The single currency for price conversions is: Indian Rupees

The source of official selling rates is: State Bank of India (SBI) B.C. Selling Rate of Exchange –Not Applicable

5.7 The formula for determining the financial scores is the following:

Technically qualified bidder quoting the lowest price will be declared as successful bidder.

5.8 Expected date and address for contract negotiations: Feb-2021 in clients' office i.e. 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800001.

5.9 Expected date for commencement of consulting services: March-2021 at BRRDA, Patna in the state of Bihar.

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Section 2

Technical Proposal – Standard Forms

Section 2: Technical Proposal – Standard Forms

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

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended

Form TECH-1 : Technical Proposal Submission Form

Form TECH-2 : SPA's Organization and Experience

A) SPA's Organization

B) SPA's Experience

Form TECH-3 : Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A) On the Terms of Reference

B) On Counterpart Staff and Facilities

Form TECH-4 : Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5 : Team Composition and Task Assignments

Form TECH-6 : Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7 : Staffing Schedule

Form TECH-8 : Work Schedule

Section 3: Technical Proposal – Standard Forms

Form TECH-1: Technical Proposal Submission Form

To:

[Name and address of Client]

[Location, Date]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment & Package number] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated SPA]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a technical proposal only, replace this statement with: "We hereby submitting our proposal, which includes this technical proposal only."]

² [Delete in case no association is foreseen.]

Form TECH-2: SPA's Organization and Experience

A - SPA's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - SPA's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated SPA:
Name of associated SPA, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name. -----

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Client**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing

a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan.

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing.

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

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Form TECH-5: Team Composition and Task Assignments

Professional Staff				
<i>Name of Staff</i>	<i>Firm</i>	<i>Area of Expertise</i>	<i>Position Assigned</i>	<i>Task Assigned</i>

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [only one candidate shall be nominated for each position]: -----
2. Name of Firm [Insert name of firm proposing the staff]: -----
3. Name of Staff [Insert full name]: -----
4. Date of Birth:----- Nationality:-----
5. Education[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: -----

6. Membership of Professional Associations: -----

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: -----
8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: --

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:-----
10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]:

To [Year]:

Employer:

Positions held:



11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: Year:
	Location:-----
	Client:-----
	Main project features:-----
	Positions held:-----
	Activities performed:-----

13. Certification:

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

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

Form TECH-7: Staffing Schedule¹

N O .	Name of Staff	Staff input (in the form of a bar chart) ²														Total Staff- month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
n																		
												Sub Total						
		[Home]																
		[Field]																
1																		
2																		
n																		
										Sub Total								
										Total								

1. For Professional Staff the input should be indicated individually; for support staff it should be indicated by category (e.g. draftsman, clerical staff, etc.).

2. Month is counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3. Fields work means work carried out at a place other than the SPA's home office. Full time input Part time input

A

Form TECH-8 Work Schedule¹

No	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
n															

1. Indicate all main activities of the alignment, including deliverables of reports (e.g., inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Section 3
Financial Proposal- Standard Form

Section 3: Financial Proposal- Standard Form

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1 : Financial Proposal Submission Form

Form FIN-2 : Breakdown of Costs

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

[Name and address of Client]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.7 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

Yours sincerely,

Authorized Signature [In full and initials]:- -----

Name and Title of Signatory: -----

Name of Firm: -----

Address:

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Form FIN-2:

Break Down of Cost

Sl. No.	Technical Staff	Variable Scale : Rs 45000.00 to Rs 55000.00/T.S. (A)	% Consultancy Charges (B= % of A)	Total (A+B)
1.	8			
Total Amount (In Words):				

Note:

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

Terms of Reference

Terms of Reference For

Selection of Service Providing Agency to Supply Technical Staff for Quality Monitoring Unit under SQC

1. Background

BRRDA Under Rural Works Department over the years developed into a big and prestigious works organization of the state Government of Bihar entrusted with the ambitious responsibility of connecting about 1 lac rural habitations with populations 250 and above. This entails construction of over 1.10 Lac Km of rural roads under the centrally sponsored scheme of Pradhan Mantri Gram Sadak Yojana (PMGSY). 34008 Km of road length including about 16959 Km under construction. All such roads which have crossed mandatory inbuilt 5 year routine maintenance included in the original contract.

The rural roads are built up according to standards and specifications led down by Ministry of Rural Development (MoRD), Government of India in consultation with Indian Road Congress (IRC). From the design stage to construction and maintenance stage, the roads have to confirm to rigorous specifications in terms of geometrics, construction materials, technical standards and the whole gamut of engineering parameters. In addition to these standards and specifications, an integral maintenance provision for 5 years in the contract is the near hallmark of the rural connectivity program.

The enormous task of building and maintaining roads poses a formidable challenge in so far as assuring the quality technical workmanship and overall output along with real time rectification interventions is concerned. Given the manpower constraint of the department, system of various tiers of inspection, testing and measurements, reporting and rectification complied with engineering and administrative interventions is therefore urgently required. The proposed system outlined below aim at creating a complete institutional framework along with a complete description of roles and responsibilities, testing requirements and protocols, methods and procedures and systematic online data input and analysis. The proposed policy is in consistent with the framework laid for PMGSY.

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

It is also clarified that the framework will apply to only state schemes as PMGSY is monitored through a dedicated web based platform set up by the Government of India.

2. Creation of Independent Quality Monitoring Unit

To keep the pace of contemporary requirements, SQC, BRRDA felt the need to set up an Quality Monitoring unit under State Quality Co-ordinator, BRRDA, Patna to bring about innovative reforms and the best practices in enhancing the efficiency of the department.

Quality Monitoring Unit is primarily being made operational to take care of all the projects being taken up under the PMGSY scheme.



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

A service providing agency will be selected through this bidding process to provide 8 no. of Technical Staff to be located at SQC Office to man up quality monitoring of the proposed policy framework.

3. Role and Responsibility of the Service Providing Agency

- A. The Service Providing Agency (SPA) selected by a State will fully and completely be responsible to the State rural Works Department and will report to the State appointed State Quality Co-ordinator..
- B. SPAs engaged by the States will provide the manpower for Quality Monitoring Unit (QMU) after duly getting his bio data approved by the department and will provide the needed technical and/ or management support at state and district levels in implementation of the scheme. Thus they will play a critical role in the successful implementation of these projects.
- C. SPAs must ensure that the resource persons deployed in QMU will not be engaged by SPAs for any other activities during their term of engagement.
- D. Overall monitoring of all resource persons deployed on the project and ensures their continuity on project.
- E. Engagement and deployment of Technical for SQC and timely payment of remuneration to the personnel.

- F. Consolidating the Monthly Performance Reports of all resource persons within their ambit and forwarding the same to RWD concerned in the specified formats in an online mode
- G. The SPA is expected to always keep available a reserve pool of resources that can be tapped for immediate deployment on project. In case of any replacement, the outgoing resource must provide 2 weeks of handholding support to the fresh incumbent to ensure continuity and smooth knowledge-transfer. No post should remain vacant at any time.
- H. The SPAs are expected to provide professional, objective and impartial advise and at all times hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments/jobs or their own corporate interests and act without any consideration for future work.
- I. In case any of the proposed resources are found to be not performing or not meeting the expectations of the Department, the SPA shall find a replacement for the resource. The PR Department will evaluate the replacement profile and indicate the acceptance / rejection of the profile.

4. Manpower

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

5. Requirement, Eligibility and Responsibilities of Resource Persons

SL.	Position	Nos.	To be stationed
1.	Technical Staff	8 Nos. in total	At QMU, SQC office RWD (HQ) Patna

SL. No.	Position	Nos.	Professional Experience	Educational Qualification	Specific Expertise
1.	Technical Staff	08 Nos. in total	Minimum 3 years Experience of supervision/construction/Quality Assurance of road & bridge projects.	Graduate in Civil Engineering/ Equivalent Degree (Minimum Gate Qualified from 2016 and onwards.) Basic Computer knowledge.	At least 2 years experiences in a reputed roads & Bridge supervision consultancy firm as Quality Assurance Engineer. He should be well versed with computer work.

Note: Selection of T.S. will be subject to interview conducted by the Department. T.S's shall be deployed as per the requirement of the department.

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

Responsibilities:

TECHNICAL STAFF

As the part of second tier of Quality Control structure, periodic monitoring of works will be carried out by the Technical Staff and they will be Work under SQC. This Quality monitoring is very important and has been designed to see that the Executing agency is carrying out the Quality Controls per specifications. The following process is to be adopted for Quality Monitoring.

1. The Technical Staff will regularly review the inspections of SQMs uploaded on OMMAS and prepare a technical report.
2. Technical Staff will perform all duties/direction assigned by SQC.

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

It is note that all the reports shall be in hard form

6. Payment Terms

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

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

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

7. Penalties

The penalties shall be deducted based on the performance of the Technical Staff for any particular month. It will be deducted proportionately depending upon the work carried out against assigned works. Such deductible amount shall not be paid to the SPA against the corresponding invoice raised.

8. Schedule of Completion of Tasks of SPA

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

Section - 5

STANDARD FORM OF CONTRACT

The attached Form of Contract shall be used.

ANNEX I.

**SPA' Services
Time-Based Contract**

STANDARD FORM OF CONTRACT

SPA' Services

Time-Based

CONTRACT FOR SPA'S SERVICES

TIME –BASED

Between

[Name of the Client]

And

[Name of the SPA]

Dated:

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A	: Description of Services	[Not used]
Appendix B	: Reporting Requirements	[Not used]
Appendix C	: Personnel and Sub-SPA - Hours of Work for Key Personnel	[Not used]
Appendix D	: Cost Estimates in Foreign Currency	[Not used]
Appendix E	: Cost Estimates in Local Currency	[Not used]
Appendix F	: Duties of the Client	[Not used]

2. The mutual rights and obligations of the Client and the SPA shall be as set forth in the Contract, in particular:
- (a) The SPA shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the SPA accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written. For and on behalf of [name of Client]

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of SPA]

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in This Contract have the following meanings:

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

1.2 Relationship Between the Parties:

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

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

1.7 Location

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

1.8 Authority of Member in Charge

In case the SPA consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the SPA's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

The SPA, Sub-SPA and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.

1.11 Fraud and Corruption

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

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

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

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

1.11.2 Commission and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modifications or Variations

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as

reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-SPA or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

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

2

2.8 (a) Suspension

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

(b) Penalties:

The penalties shall be deducted based on the performance of the Independent Engineer for any particular month. It will be deducted proportionately depending upon the no. & quality of inspections carried out against the total no. of inspections scheduled for the month. Such deductible amount shall not be paid to the SPA against the corresponding invoice raised.

© Schedule of Completion of Tasks of SPA

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

2.9 Termination

2.9.1 By the Client

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

- (a) If the SPA fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the SPA becomes (or, if the SPA consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the SPA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the SPA, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the SPA submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If, as the result of Force Majeure, the SPA is unable to perform a material portion of

the Services for a period of not less than sixty (60) days.

- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the SPA

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

- (a) If the Client fails to pay any money due to the SPA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the SPA that such payment is overdue.
- (b) If, as the result of Force Majeure, the SPA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the SPA may have subsequently approved in writing) following the receipt by the Client of the SPA's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the SPA's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the SPA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the SPA and equipment and materials furnished by the Client, the SPA shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

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

- (a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date

of termination; and

- (b) Except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE SPA

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

3.2.1 SPA Not to Benefit from Commissions Discounts, etc.

- (a) The payment of the SPA pursuant to Clause GC 6 hereof shall constitute the SPA's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the SPA shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the SPA shall use

its best efforts to ensure that any Sub-SPA, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the SPA, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the SPA shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the SPA in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 SPA and Affiliates Not to Engage in Certain Activities

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the SPA

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

3.5 Insurance to be taken out by the SPA

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

3.6 Accounting, Inspection and Auditing

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

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

3.7 SPA's Actions Requiring Client's Prior Approval

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

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

3.8 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the SPA for the Client under this Contract shall become and remain the property of the Client, and the SPA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The SPA may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the SPA and third parties for purposes of development of any such computer programs, the SPA shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment, Vehicles and Materials Furnished by the Client

DELETED

3.11 Equipment and Materials Provided by the SPA

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

4. SPA' PERSONNEL AND SUB-SPA

4.1 General

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

4.2 Description of Personnel

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

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave, Etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services

such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.

- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the SPA's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the SPA who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the SPA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the SPA shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SPA shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the SPA may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the SPA shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the SPA shall ensure that at all times during the SPA's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

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

5.2 Access to Land

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

5.3 Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the SPA in performing the

Services, then the remuneration and reimbursable expenses otherwise payable to the SPA under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Client

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

5.5 Payment

In consideration of the Services performed by the SPA under this Contract, the Client shall make to the SPA such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

- (a) The Client shall make available to the SPA free of charge such professional and support counterpart personnel, to be nominated by the Client with the SPA's advice, if specified in Appendix F.
- (b) If counterpart personnel are not provided by the Client to the SPA as and when specified in Appendix F, the Client and the SPA shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the SPA as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the SPA. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the SPA that is consistent with the position occupied by such member, the SPA may request the placement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE SPA

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix- D. An estimate of the cost of the Services payable in local currency is set forth in Appendix- E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the SPA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Reimbursable Expenses

DELETED

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the SPA advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the SPA to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the SPA shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of

the amounts payable pursuant to Clauses GC 6.3 and GC6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC. They will fall under the jurisdiction of High Court, Patna, Bihar.

Special Conditions of Contract

III. Special Conditions of Contract

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

	the SC
1.9	<p>The Authorized Representatives are</p> <p>For the Client: Chief Engineer-IV, RWD For the SPA</p>
1.10	For domestic SPA/ sub SPA/ personnel and foreign SPA personnel who are permanent resident of India
1.10.1	The SPA, Sub-SPA and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed
	For foreign consultancy firm
1.10.2	<p>The Client warrants that the clients shall reimburse the SPA, the SubSPA and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the SPA, the Sub SPA and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the SPA, Sub-SPA and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services:</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the SPA or Sub-SPA for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them.</p>

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client.</p> <p>(d) any property brought into the Government's country by the SPA, any Sub-SPA or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country provided that.</p> <p>(1) the SPA, Sub-SPA and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country, and.</p> <p>(2) if the SPA, Sub-SPA or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the SPA, Sub-SPA or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
1.10.3	<p>a) The client shall reimburse Service Tax payable in India as per Applicable Law. The SPA shall register itself for service tax with appropriate authority in India & shall provide the registration</p>

	<p>Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules".</p>
{2.1}	<p>The effectiveness conditions are the following</p> <p>The date of signing of the contract</p>
2.2	The time period shall be four months
2.3	The time period shall be one month.
2.4	The time period shall be twenty four months
3.4	<p>“Limitation of the SPA’ Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the SPA or on the part of any person or firm acting on behalf of the SPA in carrying out the Services, the SPA, with respect to damage caused by the SPA to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the SPA hereunder, or</p> <p>(B) the proceeds the SPA may be entitled to receive from any insurance maintained by the SPA to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the SPA’ liability, if any, for damage to Third Parties caused by the SPA or any</p>

	person or firm acting on behalf of the SPA in carrying out the Services'
3.5	<p>The risks and the coverage shall be as follows</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the vehicles operated in the Government's country by the Personnel, for the period of consultancy : As per Motor Vehicles Act.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs500,000 for the period of consultancy.</p> <p>(c) Professional liability insurance, with a minimum coverage of at least equal to the cost of the consultancy contract.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the SPA and of any Sub- SPA, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract.(ii) the SPA's property used in the performance of the Services, and (iii) any documents prepared by the SPA in the performance of the Services.</p>
3.6	The SPA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
4.1(a)	The ceiling in foreign currency or currencies is: [insert amount and

	<p>currency for each currency}-DELETED</p> <p>The ceiling in local currency is: INR</p>
4.2(a)	<p>{Payments for remuneration made in accordance with Clause GC 4.2(a) in[foreign and/or] [local] currency shall be adjusted as follows:</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula.</p> <p>where R_f is the adjusted remuneration, R_{f_0} is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{f_0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>‘Note: The index for “wages” published by International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption.</p> <p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula.</p>

	<p>where R_1 is the adjusted remuneration, R_{10} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, I_1 is the CPI (Urban) for Bihar as published by Director General/ Central Statistical Office, Ministry of Statistics & Programme Implementation, Government of India, for the month for which the adjustment is to have effect and, I_{10} is the CPI (Urban) for Bihar as published by the authority named above for the month of the date of the Contract.</p>
4.2(b)	Rates for Local Personnel are set forth in Appendix E
4.2(c)	DELETED
4.3	DELETED
4.4(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee</p> <p>DELETED</p>
4.4(b)	DELETED
4.4(c)	The Account details for payment is in local currency
5.1	Disputes shall be settled by arbitration in accordance with the provisions described in Bihar Public Works Contract Arbitration Tribunal Act.

IV. Appendices

APPENDIX A - DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C - KEY PERSONNEL AND SUB-SPA - HOURS OF WORK FOR KEY PERSONNEL

Note: List under

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

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

APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

NOT APPLICABLE

APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

Note: List hereunder cost estimates in local currency

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

APPENDIX F - DUTIES OF THE CLIENT

Note: List under

- F-1 Services, facilities and property to be made available to the SPA by the Client.
Documents: Any relevant document available with the RWD would be shared with the SPA's team for limited purposes of the assignment.
- F-2 Counterpart support from client side to be made available to the SPA by the Client.

APPENDIX G - FORM OF PERFORMANCE BANK GUARANTEE

GUARANTEE

APPLICABLE EQUIVALENT TO SIX MONTHS SALARY OF TECHNICAL STAFF

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser

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

[signature(s)]

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

would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."