

**Bihar Urban Infrastructure Development Corporation Ltd.
(A Govt. of Bihar undertaking)**



**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSTRUCTION SUPERVISION &
QUALITY CONTROL (CSQC) CONSULTANT FOR DEVELOPMENT OF INTER STATE
BUS TERMINAL AT MAUJA PAHARI, PATNA**

**AT
BUIDCo Head Office
2nd Floor, Khadya Bhawan, Road No-2, Daroga Rai Path,
Patna-01**

Note: No change in the document by the bidder is permissible.

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Contents

DISCLAIMER	2
1.1 Background	6
1.2 Request for Proposal (RFP)	6
1.3 Due diligence by Applicants	6
1.4 Procurement of RFP Document.....	6
1.5 Validity of the Proposal.....	6
1.6 Brief description of the Selection Process	6
1.7 Currency conversion rate and payment.....	6
1.8 Schedule of Selection Process.....	7
1.9 Pre-Proposal visit to the Site and inspection of data	7
1.10 Pre-Proposal Conference.....	7
1.11 Communications.....	7
2. INSTRUCTIONS TO APPLICANTS.....	8
2.1 Scope of Proposal	8
2.2 Pre-Qualification Criteria/Minimum Conditions of Eligibility	9
2.3 Conflict of Interest	10
2.4 Number of Proposals	11
2.5 Cost of Proposal	11
2.6 Site visit and verification of information.....	11
2.7 Acknowledgement by Applicant	11
2.8 Right to reject any or all Proposals	11
2.9 Contents of the RFP.....	12
2.10 Clarifications	12
2.11 Amendment of RFP	12
2.12 Language	13
2.13 Format and signing of Proposal	13
2.14 Technical Proposal	13
2.15 Financial Proposal.....	15
2.16 Submission of Proposal.....	15
2.17 Proposal Due Date.....	16
2.18 Late Proposals	16
2.19 Modification/substitution/withdrawal of Proposals	16
2.20 Bid Security	17
2.21 Evaluation of Proposals.....	17
2.22 Confidentiality.....	18
2.23 Clarifications	18
2.24 Negotiations	19

Selection of Construction Supervision & Quality Control (CSQC) Consultant for Development of Inter State Bus Terminus at Mauja Pahari, Patna

2.25	Substitution of Key Personnel.....	19
2.26	Indemnity	19
2.27	Award of Consultancy	19
2.28	Performance Security	19
3.	CRITERIA FOR EVALUATION	21
3.1	Evaluation of Technical Proposal	21
3.1.4	Eligible Projects	22
3.2	Evaluation of Financial Proposal	22
3.3	Combined and final evaluation.....	Error! Bookmark not defined.
4.	FRAUD AND CORRUPT PRACTICES	23
5.	PRE-PROPOSAL CONFERENCE.....	24
6.	MISCELLANEOUS.....	25
7.	Payment to the Consultant	27
Appendix 1	28
1.	INTRODUCTION OF THE PROJECT	28
2.	OBJECTIVES	28
3.	SCOPE OF SERVICES.....	28
4.	CONSULTANT'S AUTHORITY	33
5.	CONSULTANT'S RESPONSIBILITY	33
6.	REPORTS AND DELIVERABLES	34
6.1.	Inception Report	34
6.2.	Management Procedures for Consultancy	34
6.3.	Project Systems and Procedures.....	34
6.4.	Monthly Progress Reports	35
7.	CONSULTANCY TEAM AND PROJECT OFFICE	35
8.	MEETINGS WITH THE AUTHORITY	35
9.	EQUIPMENTS AND SERVICES TO BE PROVIDED BY THE AUTHORITY	36
10.	MEASUREMENT OF WORKS OF CONTRACTOR	36
11.	FIELD INSPECTIONS.....	37
12.	DURATION AND COMPLETION OF SERVICES	38
12.2.	Duration of Services.....	38
13.	PERFORMANCE CLAUSE.....	38
14.	PERFORMANCE SECURITY.....	38
15.	MAN MONTH INPUT FOR KEY PROFESSIONAL STAFF PROJECT CONSULTANTS	38
Appendix 2	40
Appendix 3	Anti Collusion and Non-Conflict of Interest	44
Appendix 4	45

Selection of Construction Supervision & Quality Control (CSQC) Consultant for Development of Inter State Bus Terminus at Mauja Pahari, Patna

Appendix 5	46
Appendix-6	47
Appendix-7	48
Appendix-8	49
Appendix –9.....	50
Appendix –10	51
Appendix –11	52

1. INTRODUCTION

1.1 Background

1.1.1 Bihar Urban Infrastructure Development Corporation Ltd. (A Govt. of Bihar undertaking) proposes to develop Inter State Bus Terminus at Mauja Pahari, Patna. In order to reduce the financial commitment of government and provide the travelers best facilities at the bus terminus, Authority would like to explore the possibility of development of the bus terminus and other related areas, in partnership with a transparently selected suitable private investor. The Estimated Project Cost is Rs. 275.21 Crores. In this regard, the Authority is selecting a consulting agency for setting up Construction Supervision & Quality Control (CSQC) unit for the execution of the work.

1.2 Request for Proposal (RFP)

1.2.1 Bihar Urban Infrastructure Development Corporation Ltd. (A Govt. of Bihar undertaking) invites Request for Proposal (RFP) (the "Proposals") for selection of the Construction Supervision & Quality Control (CSQC) Consultant (the "CSQC"/ "Consultant") for Development of Inter State Bus Terminus at Mauja Pahari, Patna (the "Project") on the Terms and Conditions mentioned in the RFP document.

1.2.2 The Authority intends to select the CSQC through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

1.3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Procurement of RFP Document

1.4.1 RFP document can be obtained from the date of issue of notice till Proposal Due Date (PDD) between 1000 hrs and 1700 hrs on all working days from the address indicated at Para 1.11.1. The document can also be downloaded from the official website of the Authority www.buidco.in

1.4.2 The Consultancy firms will also be required to pay the Non-refundable fee (Cost of RFP Documents) of Rs. 10,000.00 (Rupees Ten Thousand Only) by way of a Demand Draft issued by one of the Nationalized / Scheduled Banks in India in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation" payable at Patna, at the time of submission of the proposal. Without cost of RFP Document shall not be considered for opening.

1.5 Validity of the Proposal

1.5.1 The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

1.6.1 The Authority has adopted a two-stage selection process (the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of shortlisted applicants shall be prepared as specified in clause 3.2. In the second stage, a financial evaluation will be carried out as specified in clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions

of this RFP. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

SI. No.	Event Description	Date
1	Date of Issue of Notice Inviting Tender	24.11.2017
2	Date of Sale of Bid Documents	Document can be downloaded from the website www.buidco.in onwards 30.11.2017
3	Last Date for receiving queries from bidders	06.12.2017 till 03:00pm
4	Pre-Bid meeting	04.12.2017 at 1500 hrs at Head office BUIDCo, Patna.
5	Proposal Due Date (Last Date of Submission)	18.12.2017 at or before 15.00 hrs
6	Date and Time of Opening of Bids.	18.12.2017 at 03.30 hrs. or thereafter

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD.

1.10 Pre-Proposal Conference

- 1.10.1 The date, time and venue of Pre-Proposal Conference shall be: Date: 04.12.2017
Time: 03:00pm
Venue: Conference Room
BUIDCo Head Office
2nd Floor, Khadya Bhawan, Road No-2, Daroga Rai Path,
Patna-01

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:
Address:
BUIDCo Head Office
2nd Floor, Khadya Bhawan, Road No-2, Daroga Rai Path,
Patna-01, Bihar
Ph –
Fax –
Email -
- 1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“RFP for Selection of Construction Supervision & Quality Control (CSQC) Consultant for Development of Inter State Bus Terminus at Mauja Pahari, Patna”

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP and Terms of Reference (TOR) attached as Appendix 1. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix 6 and the Financial Proposal shall be submitted in the format provided at Appendix 4. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.
- 2.1.4 The Applicant should submit a Power of Attorney as per the format provide in Appendix 5.
- 2.1.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.1.6 Key Personnel

The Consultancy Team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

The construction period shall be 24 months and 6 months Post Construction defect liability period

S. No.	Designation	Qualification Required	Minimum Experience Required	No. of staff	Max. Marks	Remarks
KEY EXPERTS						
1.	Team Leader	Degree in Civil Engineering	12 Years	1	15	9 Marks Experience between 12-20 years - 5 marks Experience of more than 20 years - 4 Marks 6 Marks Project cost of Rs 100-160 Crores - 2marks Project cost of Rs 160-200 Crores - 4 marks Project cost of more than Rs.200 Crores -6 Marks
2.	Project Engineer (Civil)	Degree in Civil Engineering	10 Years	1	10	6 Marks Experience between 15-20 years - 3 marks Experience of more than 20 years - 6 Marks 4 Marks Project cost of Rs 100-160 Crores -2 marks Project cost of Rs 160-200 Crores - 3 marks Project cost of more than Rs.200 crores-4Marks
3.	Quantity Surveyor/ Billing Engineer	Degree in Civil Engineering	8 Years	1	5	2 Marks Experience between 8-10 years – 1 marks Experience of more than 10 years – 2 Marks 3 Marks

						Project cost of Rs 100-160 Crores –1 marks Project cost of Rs 160-200 Crores - 2 marks Project cost of more than Rs.200 crores-3 Marks
4.	Structural Engineer	Masters in Civil Engineering	10 years	1	5	2 Marks Experience between 10-12 years – 1 marks Experience of more than 12 years – 2 Marks 3 Marks Project cost of Rs 100-160 Crores –1 marks Project cost of Rs 160-200 Crores - 2 marks Project cost of more than Rs.200 crores-3 Marks
5.	MEP Engineer	Degree in Mechanical Engineering	10 years	1	5	Degree 2 Marks Experience between 10-12 years - 1 marks Experience of more than 12 years - 2 Marks 3 Marks Project cost of Rs 100-160 Crores –1 marks Project cost of Rs 160-200 Crores - 2 marks Project cost of more than Rs.200 crores-3 Marks
6.	Electrical Engineer	Degree in Electrical Engineering	10 years	1	5	Degree 2 Marks Experience between 10-12 years - 1 marks Experience of more than 12 years - 2 Marks 3 Marks Project cost of Rs 100-160 Crores –1 marks Project cost of Rs 160-200 Crores - 2 marks Project cost of more than Rs.200 crores-3 Marks
SUPPORT STAFF (CVs will not be evaluated for Support positions)						
7.	Office Manager cum Accountant	Post Graduate	4 Years	1	-	
8.	Office Assistant/s	Graduate	2 Years	2	-	

Note:- Project cost mentioned above is for Single project.

- **Full time mobilization of both key experts and support staffs at Patna is required.**
- **No JV is allowed.**
- The bidder should submit the memorandum of articles and association or relevant document of the firm and their details.
- After award of work the bidder / agencies should have to establish office **in Patna, Bihar**, with sufficient number of Civil, Structural, Electrical engineers etc. for carrying out the proposed work along with in-house Software & Hardware facilities for proper and timely completion of the consultancy Assignment.
- All pages of the documents should be signed and stamped by the authorized person of the organization.

2.2 Pre-Qualification Criteria/Minimum Conditions of Eligibility

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the

Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria:

Sl. No.	Criteria	Reference Details
1	The applicant should be an organization as a Society registered under society registration act 1860 /partnership firm/companies registered under companies act 1956/2013 registered in India.	Registration certificate/Certificate of Incorporation
2	The Applicant should have successfully completed at least one similar projects as CS&QC projects value not less than Rs. 100 Crore from past 5 years. Note: Similar Projects are defined as large infrastructure Projects like, Bus Terminals, Institutional Projects, and Commercial Building/housing.	Documentary evidence: copy of work order/ Agreement & completion certificate from its clients
3	The bidder must have an average annual turnover of at least Rs. 5 Crore during last three years (2014-15, 2015-16 & 2016-17).	Audited Profit / Loss Statement and Balance Sheet
4	Should not have been blacklisted/debarred by any Government department/Public Sector Undertaking	Affidavit

2.3 Conflict of Interest

2.3.1 The selected Consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the Authority /GoB under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the consultancy contract that the Consultant should provide professional, objective and impartial advice and at all times hold the Authority/GoB interest’s paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Authority /GoB, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultant shall not be hired, under the circumstances set forth below:-

- a. **Conflict between Consulting activities and procurement of goods, works or services:** A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. **Conflict among consulting assignments:** Neither Consultant (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Transactional Advisor. As an example, Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Consultant assisting Authority /GoB in the privatization on public assets shall neither purchase nor advice purchasers of, such assets. Similarly, Consultant hired to prepare Terms

of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- c. **Relationship with Employer's staff:** Consultant (including their personnel and sub- Consultant) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
(i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Consultant's work.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the Consultancy.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

2.8.2 The Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 2.8.3 Such misrepresentation/ improper response may lead to the disqualification of the Applicant. d. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.11:

RFP

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conferences
- 6 Miscellaneous
- 7 Payment Schedule

Appendix 1 : Terms of Reference **Appendix 2 :** Letter of Proposal **Appendix 3 :** Anti Collusion Certificate

Appendix 5 : Format For Power Of Attorney For Signing The Proposal

Appendix 4 : Financial Proposal

Appendix 6 : Particulars of the Bidder **Appendix 7 :** Financial Capacity of the Bidder **Appendix 8 :** Key Personnel

Appendix 9 : CV format

Appendix 10: Proposed Methodology & Work Plan

Appendix 11: Summary of Assignments of Bidder

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Engagement of Consultant for Development of Inter State Bus Terminus at Mauja Pahari, Patna"

- 2.10.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants without identifying the source of queries.

- 2.10.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any

reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Documents comprising the Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the applicant shall submit 1 (one) copy of the Proposal marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- i. by a duly authorized person holding the Power of Attorney (the “Authorised Representative”), in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.10, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 The evaluation of Technical Proposal of an Applicant shall be taken up only after the Applicants are found to meet the Minimum Condition of Eligibility as stated in clause 2.2 of this RFP Document. Applicants failing to meet the Minimum Condition of

Eligibility criteria or not submitting requisite proof for supporting Minimum Condition of Eligibility criteria are liable to be rejected at the Technical Proposal level

- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular ensure that:
- a) The bid security is provided;
 - b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - c) Power Of Attorney
 - d) CVs of all Professional Personnel have been included;
 - e) Technical Capacity is depicted as per Appendix-6 of the RFP document;
 - f) Financial Capacity is depicted as per Appendix-7 of the RFP document; and
- 2.14.3 Bidders shall submit the technical proposal in the formats at Appendix-6 (the "Technical Proposal").
- 2.14.4 To be eligible for evaluation of its Technical Proposal, the Bidder shall fulfill the following:
- A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
 - B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Team Leader	Graduate in Civil Engineering	12 years	He should have led the Independent Engineer/Construction Supervision teams for two Eligible Assignments.
Project Engineer (Civil)	Degree in Civil Engineering	10 years	He should have been part of the Independent Engineer for at least two Eligible Assignments
Structural Engineer	Masters in Civil Engineering	10 years	He should have been part of the Design Team/Independent Engineer/Construction Supervision teams for at least two Eligible Assignments
Quantity Surveyor/ Billing Engineer	Degree in Civil Engineering	8 Years	He should have worked as Quantity Surveyor/ Billing Engineer for at least two assignments of similar nature-.
MEP Engineer	Degree in Mechanical Engineering	10 years	He should have worked as MEP/Services Expert for at least two assignments of similar nature
Electrical Engineer	Degree in Electrical Engineering	10 years	He should have been part of the Independent Engineer for at least two Eligible Assignments

- 2.14.5 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- b) CVs of all Key Personnel have been included;
- c) Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- d) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- e) The CV shall have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Applicant. Photo copy or unsigned/ counter signed CVs shall be rejected;
- f) Professional Personnel proposed have good working knowledge of English language;
- g) Key Personnel would be available for the period indicated in the TOR; and
- h) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.
- i) Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.6 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.7 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the format provided at Appendix-4 (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. (unless Scope Change approved by the Authority). The total amount indicated in the Financial Proposal shall be without any condition attached or subject to, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall be excluding service tax but inclusive of all other taxes. For the avoidance of doubt, it is clarified that service tax would be paid extra at the rate prevailing at the time of raising the invoices. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. Costs shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be

responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

- 2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP for Consultancy as indicated at Clause 1.11.1 and the name and address of the Applicant. It shall also bear on top, the following:

“Do not open, except in presence of the Consultant Evaluation Committee”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- 2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain:

- i. Application in the prescribed format along with Appendix-2 to 8 and supporting documents;
- ii. Bid Security as specified in Clause No.2.20.1

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Appendix-4).

- 2.16.4 The Key Submissions and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

- 2.16.7 The Financial proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted before 1300 hrs on the Proposal Due Date Specified at Clause 1.10 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.

- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.18 Late Proposals

- 2.18.1 Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/substitution/withdrawal of Proposals

2.19.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission as per the provisions of clause 2.15 and 2.16.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs.1,00,000 (Rs. One Lakh only) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/Scheduled Banks in India in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation" payable at Patna, returnable/refundable not later than 45 days from PDD except in case of the two highest ranked applicants. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned/refunded its Bid Security forthwith, or within 120 days from PDD whichever is earlier.

2.20.2 The Selected Applicant's Bid Security shall be returned/refunded upon the Applicant signing the Agreement and providing the performance security in accordance with the provisions thereof.

2.20.3 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP; or
- b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
- c) In the case of the Selected Applicant, if the Applicant fails to clarify or reconfirm its commitments as required vide Clause 2.22.1; or
- d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement as specified in Clause 2.27 and 2.28 or commence the respectively; or
- e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 1600 hours on the Proposal Due Date, and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) It is received in the form specified at Appendices of this Document;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c) It is accompanied by draft for Cost of RFP Document as specified in clause

1.4

- d) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- e) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.15;
- f) it is accompanied by the Power of Attorney;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification;
- i) Applicant is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.8 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Section 3.3 and 3.4.

2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by

construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT

2.24 Negotiations

2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations including for re-confirming the obligations of the Project Management Consultant under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy percent) marks as required under Clause 3.3.2 shall be replaced by the Bidder with a better candidate to the satisfaction of the Authority. In case the Selected Bidder fails to confirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26 Indemnity

2.26.1 The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

2.27.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant, and the next eligible Applicant may be considered.

2.28 Performance Security

2.28.1 Upon receipt of Letter of Award (LOA) from the Authority, the successful Consultant shall furnish the Performance Security of an amount equal to 10% of cost of consultancy services/ financial proposal, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annexure-C. The Performance Security shall be furnished by the selected

Consultant within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 365 days from the date of LOA and the Consultant shall have to provide the extended Bank Guarantee, before the expiry of 365 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 21 (Twenty One) days from the date of issuance of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Selected Applicant fails to submit the Performance Security as per clause 2.28 and fails to sign the Agreement, his Bid Security shall be forfeited and Appropriated by the Authority. In such an event, the Authority may invite the Second Ranked Applicant for negotiations and may issue LOA to him.

2.30 Commencement of Assignment

The Consultant shall commence the Services within seven days from the date of signing of the Agreement. If the Consultant fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof may forfeit his Bid Security as well as his Performance Security and appropriate the same in accordance with the provisions of clause 2.20.5 of this RFP and the Agreement.

2.31 DROP DEAD FEE

- i- Drop Dead Fee shall be payable to the Consultant by the Authority/GoB if the project is dropped/abandoned or put on hold by the Government for more than one year from the date of last agreed milestones.
- ii- The amount of "Drop Dead Fee" shall be 10% of the remaining consultancy fee as compensation, after the Consultant has been paid for the work done upto start of drop dead period.

2.32 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposal

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicants experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposal score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).
- 3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel scores less than 70% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.
- 3.1.3 The Technical Proposal for the Project would be evaluated on the following basis:

Evaluation of Technical Proposals

The marking system for evaluation under each criterion of the Technical Proposals shall be as given below:

Sl. No	Parameters	Marks
01.	Financial Capability: (i) From 5 Crores – 7 Crores : 10 Marks (ii) From 7 Crores – 10 Crores : 12 Marks (iii) More than 10 Crore : 15 Marks	15
02.	Experience in Providing Construction Supervision/Project Management Consultancy Services (i) 60%marksforminimumeligibility (ii) 100%marks for twice the minimum eligibility criteriaormore (iii)in between (i) & (ii) on pro rata basis	25
03.	Key Personnel <ul style="list-style-type: none"> • Team Leader • Project Engineer (Civil) • Quantity Surveyor/ Billing Engineer • Structural Engineer • MEP Engineer • Electrical Engineer 	45
04.	Presentation on Approach and Methodology & Work Plan for carrying out detailed construction supervision activities	15
	TOTAL MARKS	100

It is mandatory for the firm to secure minimum 80% marks during technical proposal evaluation. Proposals securing less than 80% marks will be considered as non-responsive.

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required.
- (b) Record of poor performance such as abandoning work, not properly completing contracts, litigious background or financial failures/weakness etc.

3.1.4 Eligible Projects

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments in respect TOR Project Management Consultancy, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- a) Project Management Consultancy/Independent Engineer/Construction Supervision Consultancy/Design or Proof Checking Consultancy of infrastructure projects in the following sectors:
 - Large Infrastructure Projects like Bus Terminals Institutional Projects & Commercial Building/Housing projects.
- b) Minimum Estimated Project Cost or Actual Project Cost should be Rs. 50 Cr. or more
- c) Projects should not be older than 5 Years (As on 31.03.2017).

Only those Applicants who's Technical Proposal score 80 marks or more out of 100 shall qualify for further consideration

3.2 Evaluation and selection

3.2.1 Selection would be based on least cost method.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Transactional Advisor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

7. TERMS AND CONDITIONS

- 7.1 Termination: BUIDCo may at any time terminate the agency/firm by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to BUIDCo. The agency/firm shall also be terminated in case of breach of any of the terms and conditions of agency/firm.
- 7.2 No claim certificate: The firm/company shall not be entitled to make any claim, whatsoever, against the BUIDCo under or by virtue of or arising out of firm/company nor will the BUIDCo entertain or consider any such claim for the jobs accepted post selection.
- 7.3 Confidentiality: The firm/company and their personnel shall not, either during the term or after expiration of this assignment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the BUIDCo, without the prior written consent of the BUIDCo.
- 7.4 Force Majeure: For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The firm/company shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.
- If a Force Majeure situation arises the firm/company shall promptly notify to the BUIDCo in writing of such conditions and the cause thereof. Unless otherwise directed by BUIDCo in writing, the firm/company shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.
- 7.5 Arbitration and jurisdiction: BUIDCo and the firm/company shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the BUIDCo and the firm/company not covered by this agreement such dispute shall be referred to arbitration tribunal constituted under Bihar Public works contracts disputes Arbitration Tribunal Act 2008 situated at Patna. Such arbitration shall be governed by the provisions of the BPWCDAT Act 2008. The arbitration proceedings shall be held in Patna.
- 7.6 The Consultant have to provide Vehicle to the Buidco employee for the movement and inspection of site. Buidco employee will use the vehicle throughout the construction period.

8. Payment to the Consultant

- 8.1 In consideration of the Services performed by the Consultant, the Consultant will be entitled for payment of fees consideration. Payments to CSQC Consultant would be done by the Authority. These payments would also be linked to actual deliverables and would be subject to recommendations made by the Authority at various point of time during project implementation.
- 8.2 The payment as per above schedule shall be made to the Consultant on completion of satisfactory performance (to be decided by Consultant Evaluation Committee) of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.
- 8.3 The following payment schedule shall be followed:

Stage	Description	Percentage of Total Payments
Stage I	Monthly Retainer ship fee	85% of total consultancy fees distributed over 24 months. Payment will be given on the basis of percentage of work completed and invoice raised by Contractor.
Stage II	On issuance of Completion Certificate and Submission of completion report	15% of total consultancy fees for 24 months.
	Total	100%

- 8.4 Fee: Payment 85% of the quoted amount will be paid by the Authority to CSQC PMU. Payment will be given on the basis of percentage of work completed and invoice raised by executing agency. The fees shall become payable at the first instance from the date of signing of this Agreement and shall be continuously paid every invoice till the expiry/early termination of the Agreement, provided PMU continuously performs its role to the satisfaction of Authority. Service Tax, as applicable, is not included in the above fee and shall be payable to PMU in addition to the above.
- 8.5 The Construction Works of the Project is likely to be completed in 24 months but if the same continues beyond 24 months the Project Management Consultant will have to provide the services and no extra amount will be paid for extended period.

Appendix 1

TERMS OF REFERENCE (TOR) FOR CONSULTANT

1. INTRODUCTION OF THE PROJECT

Bihar Urban Infrastructure Development Corporation Ltd. (A Govt. of Bihar undertaking) (hereinafter referred to as “the Authority”) is proposing to develop Inter State Bus Terminus (ISBT) at Mauja Pahari, Patna, Bihar, India based on the Concept Design provided by the consultant. The project shall be awarded under Designing, Engineering, and Procurement & Construction mode as a turnkey project.

A Project Management Consultant (Construction Supervision & Quality Control (CSQC)) shall be engaged by BUIDCo’s office for site supervision, project monitoring and other project management related activities as detailed in the Terms of Reference hereunder.

2. OBJECTIVES

The objective of this Consultancy (the “Objective”) is to assist the AUTHORITY in implementation of all the components of the Project till the successful completion, commissioning and handing over of all works to the AUTHORITY and comprehensively supervise the works and activities carried out by the Construction Agency/Contractor(s) as “AUTHORITY’s Representative” under the respective contract(s) in a manner that would ensure:

- a. total compliance of technical specifications and various other requirements contained in the respective contracts by the Construction Agency/Contractor(s);
- b. high standards of quality assurance system complying ISO 9001 in the Consultancy as well as the works and activities of the Construction Agency/Contractor(s);
- c. comprehensive and documented reporting to the AUTHORITY of Consultant’s own activities, progress of the Project(s) and compliances/noncompliance by the Construction Agency/Contractor(s);
- d. modern safety practices in execution of works at project sites for ensuring complete safety to works, workers, running traffic, general public, and structures and properties adjacent to work sites;
- e. proper verification of measurements and bills submitted by the Construction Agency/Contractor(s) so that payments made by the AUTHORITY against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s);
- f. proper interface and coordination among the AUTHORITY, Construction Agency/Contractor(s), other consultants/ contractors and local bodies/ state government; and
- g. full documentation of the completed works including applications for various approvals.

3. SCOPE OF SERVICES

Broad spectrum of activities of the Project Management Consultant will include but not be limited to document reviews, project planning and scheduling, administering the programme, managing deliverables, providing material, cost and quality control, day to day supervision, project monitoring and reporting including assisting the executing and implementing agencies in the project planning, implementation management and monitoring distributed into the stages of Inception, Execution and Completion with the appropriate Reporting.

The approach to be adopted shall be one of quality encompassing a set of planned and systematic activities to provide an adequate level of confidence that the completion of the

implementation of the projects will reflect the compliance to the quality requirements. The “Quality Based Approach” shall be such that it includes

1. Quality Control of Materials and Workmanship
2. Cost Control of the Project and
3. Time Control of Implementation

Detailed Scope of Work

Inception Stage

Various documents relating to the project like designs, drawings, details, specifications and estimates shall be reviewed taking into consideration the site-specific requirements of design assumptions and their validity including identification of omissions, inconsistencies or ambiguities in designs, specifications and estimates. Improvements, if possible and corrective measures if necessary shall be highlighted with the degree of review being to such a level as would facilitate drawing up a checklist for compliance verification. Cost implications arising out the review and recommendations shall also be highlighted. Based on the review a report shall be submitted to BUIDCo for apprising and for any approvals.

In order that the project administration and supervision proceed in an orderly manner, a system of documentation to address various procedures is seen to be necessary. To this extent, a set of forms and procedures are to be developed which shall be included in a project specific quality plan to be generated during the inception phase of the project. The plan shall include forms for Document Control, Project Administration forms pertaining to the site activities relating to work, measurement, certification, time, material, manpower, machinery, financials, etc., Quality Control forms for material and workmanship, Survey Data, etc.

Detailed PERT/CPM charts of various project related activities shall be prepared in consultation with the contractor, regarding time frame, resource allocation & scheduling using latest proven project management and scheduling software that integrates various activities with their durations and sequences, resources like manpower and machinery together with costing. Overall planning and scheduling shall be such that there is a 3 month rolling plan of works as well as cash flows which can be effectively monitored on a fortnightly basis.

Construction methods proposed by the contractor for carrying out the works shall be assessed to ensure that they are satisfactory.

Execution stage

All the duties, liabilities, functions and obligations as laid down shall be performed with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by BUIDCo / concerned local authorities, the terms and conditions of the Contract Agreement entered into between BUIDCo and the respective contractor within the given time frame & budget provisions.

To ensure proper establishment of field laboratories/quality control equipment on site by the contractor to conduct test on materials/mixes being used for construction such as cement, steel, bricks, mortars, concrete, pipes and specials. Essential gauges, instrument etc. should

be calibrated periodically. Necessary site records shall be maintained and data in support of the same obtained. Field and laboratory tests as and when required on materials of construction as well as partially or completely erected structures etc. shall be carried out and adequate records thereof maintained.

Complete day to day supervision of construction of the project ensuring quality management in accordance with tender stipulations, specifications, drawing and site conditions shall be carried out. Quality management shall be exercised at all stage of construction, viz approval of materials based on results of tests on materials, usage of materials in proper proportions and workmanship and inspection of contractor's construction equipment at all stages of execution of individual items of work, regular and timely flow of working drawing/instructions shall be ensured so as to complete the works without any delay on account of the same.

Cropping up of Extra items/substituted items and deviations should strictly be avoided. However, in unavoidable circumstances of extra items/ substituted items, deviations, the necessary statement duly supported by justification and analysis of rates shall be submitted by the Project Management Consultants as per formats approved by BUIDCo along with Consultant's recommendations for extra/substituted items. The Project Management Consultant should ensure that the case is put up for BUIDCo's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of BUIDCo should be obtained.

BUIDCo shall be assisted in dealing with other Government bodies in relation to the project. Such may include the project ULB for securing land required for the components of the project, Pollution Control Authorities, Utility Authorities for problems related to services (power, water, telephone) and other Departments who may be affected or who may provide information which could be of use to the project. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, the same shall be coordinated.

Monitoring the progress shall be carried out by using modern methods of control such as computerized PERT/CPM and fortnightly progress reports of work executed shall be submitted. Both financial and physical progress reports with reference to prefixed target shall be prepared in the approved Fortnightly progress Report in specified format. Constant review of progress within project time and cost parameters will have to be carried out. The consultant will have to suggest improvements from time to time.

The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of BUIDCo shall be obtained. Nothing extra will be paid to the Consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration/litigation cases either with Arbitrator or with any other court of law during the contract period as defined in the agreement till its conclusion.

Verification of completed works and recommendation for payment by BUIDCo of contractor's periodic or stage wise bills for the work done and material/plant advance shall be carried out recording joint measurement of work and certificate of the bills that the Work is in accordance with the design, quality etc. shall be issued while maintaining necessary site computerized

measurement records and other site records which shall be made available to BUIDCo for verification/authentication if required by BUIDCo.

The Project Management Consultant shall keep BUIDCo apprised of any delays, keep a hindrance register indicating all details of all such delays which will also be furnished with recommendation for approval of BUIDCo for grant of extension of time by BUIDCo to contractors.

Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and condition of the contract agreement for release of final payment by BUIDCo and attend to the observations/ queries raised while processing the same for payments by BUIDCo.

Establish procedures to verify contractor performance and report progress and problems on time, including quality control reports, quantity survey records, requests for variation or change orders, and contractor's claims and invoices

Review and certify work volume, and process interim and final payments of the contractors. Ensure timely submission of contractors' interim payment certificates, and release of payment.

Ensure project financial management procedures are in place and are strictly followed, specifically relating to payments, financial accounting, requests for time extension, and contractors' claims and invoices.

Project Management Consultant shall correspond with the Third-Party Inspection Agencies for testing the materials and other identified items for Third Party Inspection and take action according to the test reports received.

Project Management Consultant shall prepare and assure project specific safety programme and conduct Safety Audit periodically and circulate the Reports.

Project Management Consultant shall accompany Auditor/Authority Inspection party for audit of the construction work during the CSQC project period/PMC duration. If Auditor wants to review the work after the completion period or project duration, BUIDCO will pay the Consultant for its services on daily basis as per agreed amount between BUIDCO and Consultant.

Exit Clause: If the quality of work done by PMC is not up to expectation of BUIDCO, then after issue of 30 days of notice the PMC will be terminated. The payment for work done till then will be made after the verification and taking into account the man months employed by PMC in proportion to the achievement and target fixed.

Completion

Obtain and submit all the records from the contractor and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/consultant incorporating all such changes, duly authenticated as required for obtaining "Completion certificate" from statutory authorities, wherever required.

Finalize quantities and costs of all works completed

Obtain, certify and submit "As Built Drawing" prepared by the contractor at an appropriate scale indicating the details of the projects buildings, structures and services and supply 5set of as Built/ completion drawing to BUIDCo and also hand over the originals of the completed drawings.

Obtain, review and certify the Operation and Maintenance Manual prepared by the Contractor

Verification of work on its completion and issuing completion certificates for the completed works, so as to enable BUIDCo to record completion of the works. The PMC shall highlight a Punch List on completed works and ensure the rectification of defects pointed out.

Reporting

The consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the consultants and as approved by the Employer (except for commencement report)

SI. No	Report	Frequency	Due Date/Time	No Copies
1	Inception/ Commencement Report	One time	15 days after commencement of services	5
2	Progress Report Fortnightly	Every Every Fortnight	Before 10 th day of the following month	5
3	Daily Progress Report	Daily	Next Day@ 11:30 by E-mail or Soft Copy	
4	Final Report	One time	Within 15 days of completion of services/contract.	5

INCEPTION REPORT

The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilised by the Consultants as well as the contractor and the Consultants perception in the management and supervision of the maintenance works. The Report shall also include the Work Programme and Resource Mobilisation for the Project.

PROGRESS REPORT

The Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (Consultants and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

FINAL REPORT

The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

While the above-mentioned activities are to give an idea on the nature and type of projects, there could be additional activities of similar nature, which the consultant would need to undertake from time to time, based on requirement.

4. CONSULTANT'S AUTHORITY

- 4.1. The Team Leader of the Consultant shall act as AUTHORITY's Representative on behalf of the AUTHORITY and exercise such authority as may be delegated by the AUTHORITY for day to day working. Team Leader may further allocate and delegate such authority, as may be necessary for effective management of the Consultancy, to other Key Personnel in the Consultant's organization such as Resident Engineer, Design Engineer. All communication from the Consultant shall be carried out by the Team Leader or such Personnel who have been delegated the requisite authority. One copy of all correspondences emanating from the Consultant addressed to other than the AUTHORITY shall invariably be marked to the Transport Commissioner.
- 4.2. The Consultant shall however not have any power in respect of the following and it shall only make recommendations to the AUTHORITY in these matters:
 - a. Approving deployment of any subcontractor by the Construction Agency/Contractor(s);
 - b. Granting Claims of Construction Agency/Contractor(s);
 - c. Ordering suspension of Contractor's work;
 - d. Determining of an extension of time;
 - e. Waiving off the penalty and arranging the repayment of compensation for delay;
 - f. Issuing a variation order;
 - g. Ordering any works/test beyond the scope of the Contract(s);
 - h. Determining rates for the extra items/extra work;
 - i. Any variation in the contract condition;
 - j. Approval to designs submitted by the Construction Agency/Contractor(s);
 - k. Relieving the Construction Agency/Contractor(s) of its duties, responsibilities and obligation stated in the respective Contract Contracts; and
 - l. Exercising authority for items other than those provided in these terms of reference and stipulated in the Contract.

5. CONSULTANT'S RESPONSIBILITY

- 5.1. The Consultant shall ensure that all its Personnel are experienced in modern methods of construction management, monitoring and supervision. It shall deploy experienced personnel to the extent possible and shall provide compulsory training to its Personnel in quality, safety, and environment and construction management. Further the Consultant shall provide compulsory job specific training to all its Personnel. All the Personnel of the Consultant should be fully aware of all relevant management procedures, method statements, work procedures, inspection and testing procedures and Contract requirements/specifications.
- 5.2. The Consultant shall work towards minimizing, if not total elimination of, claims and disputes from the Construction Agency/Contractor(s).

- 5.3. While checking the invoices and bills submitted by the Construction Agency/Contractor(s) the Consultant shall ensure recovery of advances including statutory recoveries and continued validity of securities submitted by the Construction Agency/Contractor(s) towards fulfillment of their liabilities to the works Contract(s).
- 5.4. The Consultant shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the Construction Agency/Contractor(s) as per the extant provisions and as laid down in the Contract(s).
- 5.5. The Consultant shall maintain copies of all reference documents, specifications, drawings, management procedures, method statements, work procedures, inspection and testing procedures in a systematic manner in the office of the Project Manager/Resident Engineer and provide adequate copies to site supervision personnel.
- 5.6. The Consultants shall be fully responsible for the soundness and correctness of all works executed by the Contractor, the soundness of design and of the conformity of the work to the approved plans, designs and specifications and conditions of contract applicable to the subject work.

6. REPORTS AND DELIVERABLES

The Consultant shall prepare and deliver reports including but not limited to those provided hereunder. Each of such reports shall be reviewed and commented by the AUTHORITY preferably within 14 days of the receipt of the report. The Consultant shall thereafter revise and modify the report to comply the AUTHORITY's observations and resubmit not later than 7 days of the receipt of such observations. Further, during course of the Consultancy the AUTHORITY may at any time instruct the Consultant for further changes in these reports which the latter shall comply within 7 days of such instruction.

6.1. Inception Report

Within 15 days of the commencement of the Consultancy Contract, the Consultant shall prepare and deliver an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan conforming ISO 9001 system of the Consultant's own working and including but not limited to quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule to establish compliance with ISO 9001 system. Roles and responsibilities of Key Personnel and Other Professional Personnel specified at Enclosure A&B shall be expanded and detailed by the Consultant so as to make each Professional Personnel responsible for specific items in a manner that all items of the Terms of Reference are distinctively covered.

6.2. Management Procedures for Consultancy

The Consultant shall deliver detailed management procedures as listed in the quality assurance plan within **30 days** of the commencement of the Consultancy. These procedures will describe how the Consultant will carry out the scope of Services and discharge its responsibility contained in the TOR. The management procedures shall be prepared for various Consultancy management activities including but not limited to personnel recruitment, training, document control, work inspections, material inspections, measurement checks, quality control, and design control.

6.3. Project Systems and Procedures

Within **60 days** of the commencement of the Consultancy, the Consultant shall prepare and deliver formats for method statements, work procedures, inspection and testing

procedures which shall be followed by the Construction Agency/Contractor(s) for preparing their own documents.

6.4. Monthly Progress Reports

Within the first week of each month the consultant shall submit summary report of the preceding month. Format of this report shall be mutually agreed under management procedures as described in clause 6.2 above.

7. CONSULTANCY TEAM AND PROJECT OFFICE

- 7.1. The Consultancy Team consisting of Key Personnel, Other Professional Personnel and Support Personnel as specified in the Annexure B of the Contract. Team Leader of the Consultancy Team shall be authorised by the Consultant through a Power of Attorney for taking all necessary actions on behalf of the Consultant for successfully carrying out the Services under the Consultancy and for all the day to day communication with the AUTHORITY.
- 7.2. The Consultant shall deploy all his Key Personnel and technical experts at the Project office (the "Project Office") located at a place agreed with the BUIDCo as per deployment schedule agreed. Field engineers e.g. Design Engineers, Section Engineers and Site Engineers and Support Personnel may be deployed either at the Project Office or site offices (the "Site Office(s)") as agreed by the BUIDCo. The AUTHORITY may change the Deployment Schedule. The AUTHORITY will provide at least one month notice for deployment of Personnel in case of change in the Deployment Schedule and the Consultant shall deploy such Personnel within this period. The Consultant shall deploy any Personnel only after the CV of such Personnel has been approved by the AUTHORITY in advance.
- 7.3. The AUTHORITY or any representative thereof may visit the Consultant's Project Office or the Site Office(s) any time during office hours for inspection and interaction with the Consultant's Personnel. It is expected of the Consultant to carry out the operations from its Project Office and Site Office(s). The management of the Consultant or its senior personnel would provide support to the Consultancy Team, as and when so required, from the headquarter office or other offices of the Consultant.

8. MEETINGS WITH THE AUTHORITY

The Team Leader shall report to the Designated Person of the AUTHORITY for all matters arising out of the Consultancy. Close interaction of the Team Leader with the Managing Director BUIDCo is required for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Team Leader along with selected Key Personnel shall interact with the BUIDCo and other supervisory staff of the AUTHORITY (the "Project Team") once a week for weekly review meetings in which weekly progress reports, four week rolling Program and other reports shall be discussed. The Consultant's team of Personnel shall present its monthly progress report in a meeting with senior officers of the AUTHORITY at the AUTHORITY's Headquarters office or at a place mutually convenient to both the Parties once a month. Final decision regarding the location of any such monthly meeting shall rest with the AUTHORITY. Team Leader must participate in every Monthly meeting unless he is unavailable due to sickness. Team Leader may participate in alternate weekly meetings. In the absence of the Team Leader, the Consultancy Team shall be lead by the Resident Engineer in such meetings. In addition, the Team Leader or respective Key Personnel shall make formal presentations to the AUTHORITY in such meetings as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the Project Team or the AUTHORITY in these presentations shall be minuted by the Consultant, got it approved by the MD BUIDCo and be considered as the AUTHORITY's tentative response. The Consultant shall

submit the draft report of all important deliverables at least two weeks in advance of their proposed formal submission. Consultant shall actively associate in the Project Team's reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the AUTHORITY will send brief formal responses within two weeks of the Consultant's request for certain decisions and also to the formal submissions. These should be considered and reflected in the final report of the respective reports/documents/deliverables.

9. EQUIPMENTS AND SERVICES MAY BE PROVIDED BY THE AUTHORITY

The AUTHORITY may provide certain office space at its premises in Patna, free of cost but if the same is not available then the consultant shall make arrangement of suitable office space at its own cost. All equipment and supplies shall be brought in by the consultant at their own expense. At the project site, etc. Consultant shall make their own arrangement for the office space etc. at their own cost.

10. MEASUREMENT OF WORKS OF CONTRACTOR

- 10.1.** Measurement and preparation of bill etc. would be undertaken by the works Construction Agency/Contractor(s) and submitted in serially numbered measurement sheets in the approved format supplied by the AUTHORITY. Measurements recorded by the Construction Agency/Contractor(s) shall be checked by the Consultant as following:
- a. 100% measurements shall be checked by the Site Engineer of the Consultant who supervised the respective works;
 - b. 20% of the measurements (at random) shall be rechecked by the Quality/Material Expert of the Consultant.
- 10.2.** In the event of the Consultant discovering a mistake in any measurement recorded by the Construction Agency/Contractor(s), which is not a minor one or a matter of misjudgment by the Construction Agency/Contractor(s)'s engineer recording it, the Consultant shall inform each such instance to the BUIDCo for necessary action by the AUTHORITY against the Contractor in accordance with the works contract. The Consultant shall arrange for joint correction with the Construction Agency/Contractor(s)'s project manager of all such mistakes in the recorded measurements but not before the Construction Agency/Contractor(s) has taken suitable action against his engineer who recorded such measurements in the first place.
- 10.3.** Further the AUTHORITY shall carry out representative test checks of the measurements checked, verified and corrected by the Consultant as described above. All the men and materials required for such test checks by the AUTHORITY, official shall be provided by the Consultant. The consultant shall carry out a test check of not less than 10% of the measurements. These test checks will not overlap with test checks done by the Quality/Material Expert as specified in Clause 10.1.b. The AUTHORITY may also exercise random checks so as to ensure that the prescribed procedure has been followed and that there is no excess payment on account of incorrect/irregular measurements in the bill submitted to the AUTHORITY for payment. In case any incorrect/irregular measurement is noticed by the AUTHORITY in the bill forwarded by the Consultant which is attributable to the collusion of the Consultant's Personnel with the Contractor's personnel, such Personnel shall be immediately removed from the Project and the Consultancy and shall be blacklisted for working in any Consultancy of AUTHORITY. In case the noticed incorrect/irregular measurement is attributable to the carelessness of the Consultant's Personnel such Personnel shall be removed immediately from the Consultancy/Project and suitable substitute has to be arranged by the Consultant. Further, for any mistake leading to excess billing in favor of the Contractor, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not

exceeding an amount equal to 10% (ten percent) of the amount of excess payment shall be levied on the Consultant.

- 10.4. For hidden items, which cannot be verified later on even through the latest non- destructive testing methods such as initial levels before the earthwork, the test checks shall be more comprehensive and stringent than those prescribed under the clauses above and further these shall be recorded in the presence of the AUTHORITY's representative. The AUTHORITY will notify such procedure from time to time.
- 10.5. The Consultant shall indemnify the AUTHORITY for excess billing claimed by the Construction Agency/Contractor(s) and paid by the AUTHORITY, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The works contract must have provisions for recovering from the Construction Agency/Contractor(s) the excess payment made due to wrong measurements along with a penalty at 4 times of the amount of excess payment. The penalty shall be applicable even in the cases where excess payment has not been paid to the Contractor due to the error being noticed by the Consultant during checking of measurements. Consultant shall take out and maintain insurance at his own cost against this risk and for fulfilling its responsibility against this indemnity. Any such excess billing to the Construction Agency/Contractor(s) shall be first recovered from the Security Deposit and the Performance Guarantee and the balance amount, if any, shall be recovered by claiming benefit from the professional insurance of the Consultant.

11. FIELD INSPECTIONS

Regular inspection of Contractor's works in the field is the most important element for achieving the Objective of this Consultancy. Each Professional Personnel of the Consultancy Team shall carry out regular field inspections as per the minimum frequency specified below:

- a. The Team Leader shall inspect every work site at least once a month and further whenever his services are required at the Project site either by the AUTHORITY or the Consultant's Personnel. His field inspections shall be for ascertaining that the Site Engineers are carrying out their work as per the Quality Assurance System, accompanying the field inspection by the MD BUIDCo and his senior officers from the AUTHORITY to receive instructions from them and ensuring that the Construction Agency/Contractor(s) is carrying out works as specified in the method statements, procedures and specifications and also for studying the problems on the spot and giving necessary clarification/direction.
- b. The Quality/Material Expert shall inspect every work site at least once a fortnight and whenever his services are required at the Project site either by the AUTHORITY or the Consultant's Personnel. His field inspections shall be for ascertaining that the Site Engineers are carrying out their work as per the Quality Assurance System, carrying out test checks of measurements, accompanying the field inspection by the Engineer and his senior officers from the AUTHORITY to receive instructions from them and ensuring that the Construction Agency/Contractor(s) is carrying out works as specified in the method statements, procedures and specifications and coordinating with the Construction Agency/Contractor(s)'s project manager for successful execution of the Project.
- c. Site engineer shall inspect every work site under his supervision at least twice a day and shall remain at the work site during each important construction activity such as concreting, reinforcement lowering, testing, etc. He shall accompany each inspection by any of the Consultant's Personnel or AUTHORITY's officers or supervisors. He will ensure that the Contractor's engineers and staff are available at site and are carrying out all necessary checks, tests and procedures.

- d. The designated officials shall inspect each work site at least once a week and whenever their services are required for ascertaining that the Quality Assurance System is being followed by the Consultant's field Personnel and the Contractor and checking the compliances of the earlier site instructions, nonconformance notices, incident reports and substandard safety condition reports.

12. DURATION AND COMPLETION OF SERVICES

12.1. The Consultancy shall be completed on successful commissioning of the Project(s) and submission by the Consultant of all as built drawings, O&M Manuals and other reports of the Project and the Consultancy to the AUTHORITY. All such drawings and reports shall remain the property of the AUTHORITY and shall not be used for any purpose other than that intended under these Terms of Reference. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the AUTHORITY and issue of Completion Certificate by the AUTHORITY to Consultant.

12.2. Duration of Services

The Services shall have to be completed in all respect by the Consultant within a time period of 24 months. However in the event of delay in the completion of the Project not attributable to the Consultant, the MD BUIDCo may grant such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Construction Agency/Contractor(s) from time to time. Further the AUTHORITY may also grant extension of time along with liquidated damages if the delay is attributable to the Consultant. In case of any extension of time, with or without damages, the Consultant shall complete the Services in all respect within such extended time.

13. PERFORMANCE CLAUSE

13.1. Project Management Consultants shall be expected to fully comply with all the provisions of the "Terms of Reference", and shall be fully responsible for supervising the Designs, Construction and ensuring that operation and maintenance of the facility takes place in accordance with the provisions of the DPR and other schedules. Any failure of the Project Management Consultants in notifying to AUTHORITY on noncompliance of the provisions of the Agreement and other schedules by the Construction Agency/Contractor(s), non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

14. PERFORMANCE SECURITY

14.1. The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 5% of the Contract Value within 30 days of issue of LOA. The BG shall be valid for a period of 12 months renewable every year till the term of the Contract. The BG shall be in the format specified in Appendix C of draft contract form and furnished from a Scheduled Bank.

15. MANMONTH INPUT FOR KEY PROFESSIONAL STAFF PROJECT CONSULTANTS

15.1. Key Personnel

Key Personnel	Required Availability
Team Leader	He/She should be available throughout the contract period at project office/site office
Project Engineer (Civil)	He/She should be available throughout the contract period at project office/site office

Structural Expert	He/She should be available throughout the contract period at project office/site office
Quantity Surveyor/ Billing Engineer	He/She should be available throughout the contract period at project office/site office
MEP	He/She should be available throughout the contract period at project office/site office
Electrical Engineer	He/She should be available throughout the contract period at project office/site office

15.2. The Project Management Consultant shall maintain detailed records of Key Personnel including the number of days spent by individual Key Personnel on the Project Site, activities carried out etc.

15.3. The consultant maybe required to procure services of specialists/sector expert on need basis to ensure the project quality specifications and implementation are upto the mark.

15.4. Sub Professional Staff / Support Staff

SL. No	Position
1.	Office Manager cum Accountant(1nos)
2.	Office Assistant/s (1 Nos)

15.5. The qualification and experience of Sub Professional staff/Support Staff would not be accounted in the technical evaluation. However, Consultant shall have to get their CVs approved from AUTHORITY before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensuration with the roles and responsibilities of each position.

Appendix 2

Letter of Application

{To be printed on the Letterhead of the Applicant, including full postal address, telephone, faxes and e-mail address}

Date: To,
The Managing Director
Bihar Urban Infrastructure Development Corporation 2nd Floor, Khadya Bhawan, Road No-2,
Daroga Rai Path,
Patna-01

Subject: Development of Inter State Bus Terminus at Mauja Pahari, Patna

Sir,

With reference to your RFP Document dated -----, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Management Consultant for -----.

The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
8. The Bid Security of Rs. ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document.
9. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
10. I/We agree to keep this offer valid for 120 (One Twenty) days from the Proposal Due Date specified in the RFP.
11. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
12. In the event of my/our firm/ being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the draft agreement as part of the RFP. We agree not to seek any changes in the aforesaid agreement and agree to abide by the same.
13. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
14. The Financial Proposal is being submitted in a separate cover. This RFP Qualification Document read with the Technical Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.
15. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

We declare that the information stated above and enclosed attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for the Authority to reject our application.

We understand that you are not bound to accept this or any other application you may receive.

Dated this _____ day of _____ 2016

Managing Director/Head of the firm/Authorized Signatory Name & Title

Name of the firm Address

Appendix 3

FORM OF PERFORMANCE SECURITY

Ref: _____ Bank Guarantee: _____

Date: _____

To,

Managing Director

Bihar Urban Infrastructure Development Corporation #2nd Floor, Khadya Bhawan, Road no.-02, Daroga Rai Path, Patna -800 001

Dear Sir/Madam,

In consideration of “Managing Director, Bihar Urban Infrastructure Development Corporation”

(hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

_____ (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement No. _____ dated

_____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____

(hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the

Consultant’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to

_____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.

_____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2016 at _____

WITNESS

(signature)

(signature)

(Name) _____ (Name) _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by BUIDCo.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Patna

Appendix 4

Anti Collusion and Non-Conflict of Interest

{To be printed on the Letterhead of the Applicant, including full postal address, telephone, faxes and e-mail address}

Date:

The Managing Director
Bihar Urban Infrastructure Development Corporation 2nd Floor, Khadya Bhawan, Road No-2,
Daroga Rai Path,
Patna-01

Subject: Development of Inter State Bus Terminus at Mauja Pahari, Patna

Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We hereby undertake that the draft, final reports, any other deliverables and any information/documents received from Authority will not be used, given, disclosed, displayed, reproduced, circulated to any person or organization without the written permission of Authority.

We further confirm that there is no conflict of interest in undertaking this assignment and neither we nor any of our associate company having any common director and/or having more than 26% equity stake is advising or will advise any potential bidder for this project.

Dated this day of _____ 2017

Managing Director/Head of the firm/Authorized Signatory Name & Title
Name of the firm Address

Appendix 5

FINANCIAL PROPOSAL

Covering Letter (On Applicant’s letter head)

[Location, Date]

FROM: [Name of Consultant]

.....
.....
.....
.....

TO:
The Managing Director
Bihar Urban Infrastructure Development Corporation
2nd Floor, Khadya Bhawan,
Road No-2, Daroga Rai Path,
Patna-01

Dear Sir,

Subject: Development of Inter State Bus Terminus at Mauja Pahari, Patna

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the sum of Rs.....(Amount in words) this amount is inclusive of all other taxes but exclusive of service tax.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.
3. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988”
4. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Appendix 6

FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE PROPOSAL

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Engagement of Consultant for Development of Inter State Bus Terminus at Mauja Pahari, Patna, **including signing and submission of all documents and providing information/responses to Authority, representing us in all matters before Authority, and generally dealing with Authority in all matters in connection with our proposal for the said Project.**

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature) (Name,
Title and Address)

I Accept

_____(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

In case the Proposal is signed by an authorised Director of the Consultant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Appendix-7

Particulars of the Bidder

1.1	Title of Consultancy: Project Management-----
1.2	Title of Project:
1.3	State applying as
1.4	State the following: Name of Company or Firm: Legal status: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Bidder : Name: Designation: Company: Address: Phone No. Fax No. : E-mail address:

Appendix-8
Financial Capacity of the Bidder
(Refer Clause 2.2.2(C))

S.No.	Financial Year	Annual Revenue (in Rs. crores)
1.	2014-15	
2.	2015-16	
3.	2016-17	

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm: Seal of the audit firm : Date:

(Signature, name and designation of the authorized signatory)

Appendix-9

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

Appendix – 10
Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name & Type of Project	Period	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.
Certification:

- a) I am willing to work on the Project and I will be available for entire duration of the Project assignments required.
- b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and Name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Place :
Date :

Place :
Date :

Note :

- 1- Use separate form for each Key Personnel
- 2- The CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm.

Appendix – 11
Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
2. Methodology and Work Plan (not more than five pages)

The Bidder will submit its methodology along with presentation for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Appendix –12

Summary of Assignments of the Bidder*
(Refer Clauses 3.1 and 3.3)

Sl. No.	Name of Project	Project Type	Name of Client	Estimated capital cost of Project (in Rs. crores)#	Nature of Consultancy**	Value of the Contract (in Rs. crores)#
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						

*The Bidder should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as INR 66 per US\$ for conversion to Rupees.

** Please specify the nature of consultancy services viz. Detailed Project Report / Feasibility- cum-Preliminary or Project Supervision / Independent Consultant or Design / Proof Checking/Project Management Consultancy

Each Project mentioned here should have supporting document in the form Work Order/Agreement, Payment Received Certificate and Completion Certificate

Each Project should have Estimated Capital Cost equal to or higher than Rs. 50 Cr.

Project should not be older than 10 years as on Proposal Due Date. The effective date for calculating 10 years would be work order/agreement date for the work awarded to the consultant

Appendix – 13

Format for Joint Venture Agreement

If the application is made by a joint venture of two, the evidence of clear mandate (i.e., in the form of respective Board Resolution duly authenticated by competent authority) by such two firms willing to form joint venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the Joint Venture. A certified copy of power of attorney to the authorized representatives, signed by legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV Agreement shall need to be submitted consisting but not limited to the following provision:-

- a. Name, style and project (s) specific JV with head office address.
- b. Extent (or Equity) of participation of each party in the JV.
- c. Commitment of each party to furnish the Bond money (i.e., Bid security, performance security etc.) in proportion to his participation in the JV.
- d. Responsibility of each partner of JV (in terms of physical and Financial involvement)
- e. Provision for cure in case of non-performance of responsibility by any party of the JV.
- f. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- g. Management Structure of JV with details.
- h. Lead partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- i. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- j. The power of Attorney shall be duly notarized.
- k. Any relevant detail.