

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 INTERCEPTION & DIVERSION AND
STP PROJECT AT
BARH, MOKAMA, NAUGACHIYA, SULTANGANJ AND BHAGALPUR TOWNS**

Through

E-Procurement portal: www.eproc.bihar.gov.in

NIT No. BUIDCo/Yo-966/18-71 Dated 20.11.2018

ADDRESS:

**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.



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

**Notice Inviting Proposal For Selection of Construction Supervision
and Quality Control Consultant for I&D and STP Projects**

Through e-procurement mode only – www.eproc.bihar.gov.in

No. BUIDCo/Yo-966/18-71

Date : 20.11.2018

1. BUIDCo invites proposals from eligible consultants for construction supervision and Quality control work for Interception and Diversion and Sewage Treatment Plant projects to be undertaken for below mentioned Towns.

Group	Name of work	Bid Processing fees (Beltron) (In Rs.)	Bid Document Cost (In Rs.)	Bid Security (EMD) (In Rs.)	Project Period
Group - 1	Construction Supervision and Quality Control work for Interception & Diversion Project and STP Barh Towns, Mokama towns & Naugachiya Towns	1180/-	15,000/-	1.00 Lac	21 Months
Group - 2	Construction Supervision and Quality Control work for Interception and Diversion Project and STP Sultanganj Towns & Bhagalpur Towns	1180/-	15,000/-	1.00 Lac	21 Months

2. Place & Date of Pre-bid meeting : Date **6.12.2018** Time **03:00** PM.
BUIDCo office, Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001
3. Date of downloading of bid document : From **27.11.2018** to **20.12.2018** up to **02:00** PM
Through website www.eproc.bihar.gov.in
4. Last date and time for receipt (upload) of bids : Date **20.12.2018**. up to **03:00** PM
Through website www.eproc.bihar.gov.in
5. Last Date and time for Submission of hard copy of bid : Date **21.12.2018** up to **04:00** PM
6. Time and date of opening technical bids : Date **21.12.2018** up to **04:30** PM
7. Time and date of opening of financial bids : To be communicated later on
8. Place of opening of bid : Through website www.eproc.bihar.gov.in
9. Period of bids validity : 120 days
10. Officer inviting bids : Chief General Manager, BUIDCo
11. For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at cgmuidco@gmail.com

(i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.

12. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
13. The RFP documents can be obtained through website www.eproc.bihar.gov.in and www.buidco.in
14. Bidding will be carried out under single stage two envelope (technical and price bid) system. Consultants will be evaluated under Least Basis Selection.
15. **Eligibility Criteria for participating consultants for each group;**
- I. Consultancy Firm (s) should have been in operation in India for at least 5 years.
 - II. Minimum annual turnover of the consultancy firm (s) should have 10 crore in any financial year out of 7 years.
 - III. The Consultancy Firm should have experience of construction supervision and quality control of at least one project comprising of Sewerage network/drainage network, Pumping Stations, Sewage Treatment Plant on SBR Process in last 10 years.
16. RFP document cost should be paid by draft of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Original Bank Draft will have to be submitted in the office of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001 on or before Date 21.12.2018 up to 04:00 PM failing which the tender will be rejected.
17. Earnest Money should be in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, on or before Date 21.12.2018 up to 04:00 PM failing which the tender will be rejected. The Estimated Cost may increase or decrease.
18. All the information/corrigendum/addendum related to the project shall be published on the website www.eproc.bihar.gov.in and www.buidco.in . The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
19. One firm can submit bid either for one group or multiple groups.
20. For any information department help line No. 18003456109 may be used
21. Further details of works can be obtained from the office of Project Director (Hq.) For clarification, regarding the E – tendering process, please contact e-procurement, Helpdesk, first Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna – 800 001, Telephone no. 0612-2523006, Mobile No –07542028164.

BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

Sd/-
General Manager (Tech),
BUIDCo, Patna

Bihar Urban Infrastructure Development Corporation, 2nd Floor, Khadya Bhawan, Road No.- 02, Daroga Prasad Rai Path, R Block, Patna – 800 001 (Tel: 0612-2506213/2506109,Email: mdbuidco@gmail.com)

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	5
1.1 Background	9
1.2 Request for Proposal (RFP)	9
1.3 Due diligence by Applicants	9
1.4 Procurement of RFP Document.....	9
1.5 Validity of the Proposal.....	9
1.6 Brief description of the Selection Process	9
1.7 Currency conversion rate and payment.....	10
1.8 Schedule of Selection Process.....	10
1.9 Pre-Proposal visit to the Site and inspection of data	10
1.10 Pre-Proposal Conference.....	10
1.11 Communications.....	10
2. INSTRUCTIONS TO APPLICANTS.....	11
2.1 Scope of Proposal	11
2.2 Pre-Qualification Criteria/Minimum Conditions of Eligibility	12
2.3 Conflict of Interest	12
2.4 Number of Proposals	13
2.5 Cost of Proposal	13
2.6 Site visit and verification of information.....	13
2.7 Acknowledgement by Applicant	13
2.8 Right to reject any or all Proposals.....	14
2.9 Contents of the RFP.....	14
2.10 Clarifications	15
2.11 Amendment of RFP	15
2.12 Language	15
2.13 Format and signing of Proposal	15
2.14 Technical Proposal	16
2.15 Financial Proposal.....	20
2.16 Submission of Proposal.....	20
2.17 Proposal Due Date.....	20
2.18 Late Proposals	20
2.19 Modification/substitution/withdrawal of Proposals	20
2.20 Bid Security	20
2.21 Evaluation of Proposals.....	21
2.22 Confidentiality.....	22
2.23 Clarifications	22
2.24 Negotiations.....	22

2.25	Substitution of Key Personnel.....	23
2.26	Indemnity	23
2.27	Award of Consultancy	23
2.28	Performance Security	23
3.	CRITERIA FOR EVALUATION	25
3.1	Evaluation of Technical Proposal	25
3.1.4	Eligible Projects	26
3.2	Evaluation of Financial Proposal	27
3.3	Combined and final evaluation.....	27
4.	FRAUD AND CORRUPT PRACTICES	28
5.	PRE-PROPOSAL CONFERENCE.....	29
6.	MISCELLANEOUS.....	30
7.	Payment to the Consultant	34
Appendix 1	35
1.	INTRODUCTION OF THE PROJECT	35
2.	OBJECTIVES	35
3.	SCOPE OF SERVICES.....	35
4.	CONSULTANT'S AUTHORITY	40
5.	CONSULTANT'S RESPONSIBILITY	40
6.	REPORTS AND DELIVERABLES	41
6.1.	Inception Report	41
6.2.	Management Procedures for Consultancy	41
6.3.	Project Systems and Procedures.....	42
6.4.	Monthly Progress Reports	42
7.	CONSULTANCY TEAM AND PROJECT OFFICE	42
8.	MEETINGS WITH THE AUTHORITY	42
9.	EQUIPMENTS AND SERVICES TO BE PROVIDED BY THE AUTHORITY	43
10.	MEASUREMENT OF WORKS OF CONTRACTOR	43
11.	FIELD INSPECTIONS.....	44
12.	DURATION AND COMPLETION OF SERVICES	45
12.2.	Duration of Services.....	45
13.	PERFORMANCE CLAUSE.....	45
14.	PERFORMANCE SECURITY.....	45
15.	MANMONTH INPUT FOR KEY PROFESSIONAL STAFF PROJECT CONSULTANTS	46
Appendix 2	49
Appendix 3	Anti Collusion and Non-Conflict of Interest	53
Appendix 4	54

Appendix 5	55
Appendix-6	56
Appendix-7	57
Appendix-8	58
Appendix –9.....	59
Appendix –10	60
Appendix –11	61

1. INTRODUCTION

1.1 Background

1.1.1 National Mission for Clean Ganga (NMCG) is the implementation wing of National Ganga Council which was set up in October 2016 under the River Ganga (Rejuvenation, Protection and Management) Authorities order 2016. The order dissolved National Ganga River Basin Authority. The aim is to clean the Holy River **Ganga** and its tributaries in a comprehensive manner. NMCG has sanctioned number of comprehensive sewerage network with STP and Interception & Diversion with STP Scheme.

1.1.2 Bihar Urban Infrastructure Development Corporation Ltd. (A Govt. of Bihar undertaking) has been selected as implementing agency for execution of Interception & Diversion and STP Scheme for Barh, Mokama, Sultanganj, Naugachiya and Bhagalpur towns sanctioned by National Mission for Clean Ganga. As per provision in Administrative Approval and Expenditure Sanctioned by NMCG, provision of supervision work is mentioned. Therefore BUIDCO intends to select consulting agencies for Construction Supervision & Quality Control (CSQC) work for the said projects.

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 **Design, Built for Interception & Diversion and STP schemes for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns**. (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 10:00 hrs and 17:00 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 and E-procurement portal www.eproc.bihar.gov.in

1.4.2 The Consultancy firms will also be required to pay the Non-refundable fee (Cost of RFP Documents) of Rs. 15,000.00 (Rupees Fifteen 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 1.6.1 The applicant shall be selected on Least Cost bid selection process. 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 through e-procurement portal www.eproc.bihar.gov.in. In

the first stage, a technical evaluation will be carried out as specified in **Clause 3.1**. In the second stage, price bid of technically qualified bidders shall be opened and the least quoted applicant shall be called for price negotiation.

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:

Sl. No.	Event Description	Date
1	Date of Issue of Notice Inviting Tender	20.11.2018
2	Date of Sale of Bid Documents	Document can be downloaded from E-procurement portal web site www.eproc.bihar.gov.in & BUIDCo's website www.buidco.in
3	Last Date for receiving queries from bidders	06.12.2018
4	Pre-Bid meeting	06.12.2018 at 1500 hrs at Head office BUIDCo, Patna.
5	Proposal Due Date (Last Date of online Submission)	20.12.2018. at or before 15.00 hrs
6	Date and Time of Opening of Bids.	21.12.2018 up to 04:30 PM

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: 6.12.2018 Time 03:00 PM
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:

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 technical proposal as per technical bid sheet uploaded at E-procurement portal and as per conditions mentioned at clause 2.14 and its sub clauses. The Applicant shall submit its price proposal only at the Financial Bid sheet uploaded at E-procurement portal. If any applicant submits his/ her price proposal in hard copy, the bid shall be rejected. 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 6.
- 2.1.5 Any entity which has been debarred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the debar 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:

Key-Personnel required for each of the Project (Barh, Mokama, Naugachiya & Sultanganj I&D and STP Project)

Key Personnel	Responsibility
Project Engineer (Civil) Design and Build Work	He/ She will lead, co-ordinate and supervise the whole work under the project i.e, Interception & Diversion, Pumping Station, and Sewage Treatment Plant. He/ She should be able to review the Design/ Drawing submitted by the Contractor in the line of CPHEEO manual and best engineering practice. He should be well versed with the relevant BIS codes for execution of the project. The candidate should be overall responsible for execution of the project components as per specification mentioned in the contract agreement. The candidate should act as team leader of its team. He should be responsible for all reports to be submitted to BUIDCO/SPMG/NMCG. He will be assisted by the below mentioned team members.
Site Engineer (Civil)- 1 no	He/ She shall be responsible for construction supervision and quality control work of all civil works under the projects. He should monitor each and every activity of civil works under the project. He should ensure all the works being executed by the contractor are as per the specification mentioned in the contract document (agreement between BUIDCo and contractor for the project). He should also ensure that the work is being executed as per approved construction methodology and approved Quality assurance plan.

Site Engineer (Civil)- 1 no	He should be responsible for quantity survey, measurement of work done by contractor, preparation of Running account bill and final bill of work done by the contractor. He should measure day to day work progress and update total physical progress and prepare daily progress report.
Electromechanical Engineer (Mechanical)- 1	He should be responsible of certification of electromechanical items. He should ensure that the electromechanical items being erected under the projects are as per BIS standard and as per specification mentioned in the contract agreement. He should ensure that the electromechanical items being supplied and erected by the contractor are of best quality.

The all key personnel shall work as per direction of Assistant Engineer/ Executive Engineer BUIDCo.

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:

Table - 1

Sl. No.	Criteria	Reference Details/ Documents to be uploaded by Applicant
1	Consultancy Firm (s) should have been in operation in India for at least 5 years.	Registration certificate/Certificate of Incorporation
2	The Consultancy Firm should have experience of construction supervision and quality control of at least one project comprising of Sewerage network/drainage network, Pumping Stations, Sewage Treatment Plant on SBR Process in last 10 years.	Documentary evidence: copy of work order/ Agreement & completion certificate from its clients
3	Minimum annual turnover of the consultancy firm (s) should have 10 crore in any financial year out of 7 years.	Audited Profit / Loss Statement and Balance Sheet
4	Should not have been blacklisted by any Government department/Public Sector Undertaking	Self-Certified Undertaking

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 can submit bid either for one group or multiple groups.

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 BUIDCO 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 BUIDCO 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. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected. 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 Application
- Appendix 3** : Form of Performance Security
- Appendix 4** : Anti Collusion Certificate
- Appendix 5** : Financial Proposal
- Appendix 6** : Format For Power Of Attorney For Signing The Proposal

- Appendix 7** : Particulars of the Bidders
- Appendix 8** : Financial Capacity of the Bidders
- Appendix 9** : Particulars of Key Personnel
- Appendix 10** : CV format
- Appendix 11**: Proposed Methodology & Work Plan
- Appendix 12**: Summary of Assignments of Bidder
- Appendix 13**: Format of Joint Venture Agreement

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 Selection of Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns."

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 uploaded in E-procurement portal

www.eproc.bihar.gov.in in the specified forms and complete in all respects.

- 2.13.2 The bidder shall download the bid document from the website: www.eproc.bihar.gov.in and upload the softcopy/scanned copy of required documents together with filled up documents on the website.: www.eproc.bihar.gov.in. The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The contents of Technical and Financial Bids will be as per bid document.

Bidder shall submit a hard copy of the original Bid Security, Power of Attorney, the proof of payment of price of Bidding Document and processing fee to the ...BUIDCo] in a sealed envelope. It is clarified that the Bidder will not be required to submit a hard copy of its Technical and/or Financial Bid, and if a hard copy of the Technical and/or Financial Bid is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.

- 2.13.3 The Proposal shall be uploaded after signing the documents 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
- ii. by the Authorized Representative of the Lead Member, in case of consortium.

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 Proposal with all necessary documents as per RFP are uploaded
- f) Financial Capacity is depicted as per Appendix-8 of the RFP document; and

- 2.14.3 Bidders shall submit the technical proposal including all the necessary documents as prescribed in the RFP.

- 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:
(For Barh, Mokama, Naugachiya & Sultanganj Towns Project)

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Project Engineer (Civil) Design and Build Work	Graduate in Civil Engineering Preferred Qualification – ME in Civil Engineering / Environment Engineering	15 years	He should have engaged in supervision and quality control work of Sewage Treatment Plant, Sewage Pumping stations work. He/ she should have sound knowledge with regard to guideline of CPHEEO manual and relevant BIS code. He should have completed construction supervision work of at least one STP by SBR process till it's commissioning. He should have knowledge Design and engineering work for STP and sewerage network.
Site Engineer (Civil)- 1 no	Graduate in Civil Engineering	12 years	He should have engaged in Quality assurance and quality control work of at least one Sewerage Project comprising of sewage Treatment plant, Sewerage Network and Pumping station. He/ she should be familiar with QA/QC procedure/methodology of construction activities as per relevant BIS code. He should have sound knowledge of Test and Inspection procedure of construction material.
Site Engineer (Civil)- 1 no	Graduate in Civil Engineering	12 years	He should have worked as Quantity Surveyor/ Billing Engineer for at least one project comprising of Sewerage Network, Pumping stations and Sewage Treatment Plant.
Electromechanical Engineer (Mechanical)- 1	Graduate in Mechanical or Electrical Engineering	12 years	He should have involved in erection and commissioning of all electrical and Mechanical equipments/ machineries in at least one sewerage project comprising of sewerage network, pumping station and Sewage Treatment Plant. STP should have developed from SBR technology. He should be familiar with all electrical and mechanical components of work being used in pumping stations, STP.

(For Bhagalpur Town Project)

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Project Engineer (Civil) Design and Build Work	Graduate in Civil Engineering Preferred Qualification - ME in Civil Engineering / Environment Engineering	15 years	He should have engaged in supervision and quality control work of Sewage Treatment Plant, Sewage Pumping stations work. He/ she should have sound knowledge with regard to guideline of CPHEEO manual and relevant BIS code. He should have completed construction supervision work of at least one STP by SBR process till it's commissioning. He should have knowledge Design and engineering work for STP and sewerage network.
Process and Design Expert	Graduate in Civil Engineering	15 Years Experience	He should have engaged in process and design of STP, Pumping station in at least 2 projects.
Planning and Reporting Engineer	Graduate in Civil Engineering	12 Years Experience	He should have engaged as planning engineer for at least 2 big infrastructure projects. He should have well familiar with planning and management software like as MS-Project/ Primavera etc.
Site Engineer (Civil)- 4 no	Graduate in Civil Engineering	12 years	He should have worked as Quantity Surveyor/ Billing Engineer for at least one project comprising of Sewerage Network, Pumping stations and Sewage Treatment Plant.
QA & QC Engineer	Graduate in Civil Engineering	12 years	He should have engaged in Quality assurance and quality control work of at least one Sewerage Project comprising of sewage Treatment plant, Sewerage Network and Pumping station. He/ she should be familiar with QA/QC procedure/methodology of construction activities as per relevant BIS code. He should have sound knowledge of Test and Inspection procedure of construction material.
Environment Expert	BSc in Environment science	10 years	<ul style="list-style-type: none"> • minimum 10 years work experience in relevant field. • Should have worked as Environment expert in at least 1 sewerage projects funded either

			from GOI or externally aided.
Safety Officer	Graduate in any field	10 years	He should have worked at least 10 years as safety officer in big projects. He should be well aware the norms of World Bank with regard to safety procedure at work site.
Electrical Engineer	Graduate in Electrical Engineer	10 Years	Should have worked in at least one Sewage Treatment plant project of SBR Process.
Mechanical Engineer	Graduate in Mechanical	10 years	He should have involved in erection and commissioning of all electrical and Mechanical equipments/ machineries in at least one sewerage project comprising of sewerage network, pumping station and Sewage Treatment Plant. STP should have developed from SBR technology. He should be familiar with all electrical and mechanical components of work being used in pumping stations, STP.
Site Supervisor	Diploma in Civil Engineering	8 Years experience	Should have engaged at least 2 infrastructure projects including one STP project.

- 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 should have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Applicant.
 - 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 upload the financial proposal in the E-procurement portal www.eproc.bihar.gov.in.

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 on, 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 E-procurement portal i.e; www.eproc.bihar.gov.in. The applicant shall fill the technical bid sheet and Financial bid sheet excel file uploaded at www.eproc.bihar.gov.in. The applicant shall upload the required document at www.eproc.bihar.gov.in in support of qualification requirement mentioned in the RFP.

2.16.2 The applicant shall submit the following documents in hard copy i) Bid Document Cost ii) EMD Cost iii) Original Power of Attorney iv) Affidavits/ undertaking
“Proposal Due Date

2.16.3 Proposal should be submitted before **1300** hrs on the Proposal Due Date Specified at Clause 1.10 at www.eproc.bihar.gov.in and the hard copy at the address provided in Clause 1.11 of the RFP.

2.16.4 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.

2.17 Late Proposals

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

2.18 Modification/substitution/withdrawal of Proposals

2.18.1 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**.

2.19 Bid Security

2.19.1 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.

2.19.2 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.

- 2.19.3 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.19.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.19.5 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

2.20 Evaluation of Proposals

- 2.20.1 The Authority shall open the Proposals at 1600 hours on the Proposal Due Date at E-procurement portal i.e; www.eproc.bihar.gov.in
- 2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.
- 2.20.3 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.
- 2.20.4 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.
- 2.20.5 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.
- 2.20.6 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 at www.eproc.bihar.gov.in. The lowest quoted applicant shall be called for negotiation.

2.20.7 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.

2.20.8 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.

2.21 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.

2.22 Clarifications

2.22.1 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.

2.22.2 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 CS&QC Consultant

2.23 Negotiations

2.23.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations including for re-confirming the obligations of the CS&QC work 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.

2.23.2 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.

2.23.3 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.

2.24 Substitution of Key Personnel

- 2.24.1 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.
- 2.24.2 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.

2.25 Indemnity

- 2.25.1 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.

2.26 Award of Consultancy

- 2.26.1 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.

2.27 Performance Security

- 2.27.1 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.

2.28 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.

2.29 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.

2.30 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.

2.31 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 be eligible for opening of price bid.
- 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.
- 3.1.3 The Technical Proposal for the Project would be evaluated on the following basis:

Sl. No	Parameters	Total Marks
01.	Annual Turnover: (i) 70% of Total marks for minimum eligibility (mentioned in clause 2.2.2) (ii) 100% marks for twice the minimum eligibility criteria or more Minimum eligibility for Annual Turnover is mentioned at clause 2.2.2 (Table-1, SI No.-3)	10
02.	Experience in Providing CS&QC/ Project Supervision Services (i) 70% marks for minimum eligibility (ii) 100% marks for twice the minimum eligibility criteria or more Minimum eligibility for Providing CS&QC/ Project Supervision is mentioned at clause 2.2.2 (Table-1, SI No.-2)	25
03.	Key Personnel Marking (For Barh, Mokama, Naugachiya & Sultanganj) <ul style="list-style-type: none"> ● Project Engineer (Civil) Design and Build Work- 1 (18 Marks) ● Site Engineer (Civil) – 1 (14 Marks) ● Site Engineer (Civil) – 1 (14 Marks) ● Electromechanical Engineer (Mechanical/Electrical)- 1 (14 Marks) Key Personnel Marking (For Bhagalpur) <ul style="list-style-type: none"> ● Project Engineer (Civil) Design and Build Work Cum Team Leader – 1 (6 Marks) ● Process and Design Expert – 1 (6 Marks) ● Planning and Reporting Engineer – 1 (4 Marks) ● Site Engineer (Civil)- 4 nos (16 Marks, 4@4 Marks each) ● QA & QC Engineer - 1 No. (4 Marks) ● Environment Expert - 1 No. (4 Marks) 	60

	<ul style="list-style-type: none"> ● Safety Officer - 1 No. (4 Marks) ● Mechanical Engineer- 1 No. (4 Marks) ● Electrical Engineer- 1 nos (4 Marks) ● Site Supervisor (Civil)- 4 nos (8 Marks, 4@2 Marks each) 	
04.	Presentation on Approach and Methodology & Work Plan for carrying out detailed construction supervision activities	5
	TOTAL MARKS	100

It is mandatory for the firm to secure minimum 70% marks during technical proposal evaluation. Proposals securing less than 70% marks will be considered non-eligible and disqualified.

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.
- (c) Bidder has to submit undertaking in support of (a) and (b) mentioned above.

Marking to Key Personnel:

a.	Educational Qualification	30%	For Project Engineer (Civil) Design and Build Work:- For minimum qualification - 25% For Preferred qualification - 30% For Other Professional:- For minimum qualification - 30%
b.	Length of Experience	40%	For minimum years of experience- 20%, 5% For each year experience maximum to 40%
c.	Relevant project experience	30%	Experience of Sewerage system and STP project At least 1 project- 20%, 5% for each project maximum to 30%

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"):

- Project Management Consultancy/Independent Engineer/Construction Supervision Consultancy of Sewerage Network, Pumping Stations, STP projects

a) Minimum Estimated Project Cost or Actual Project Cost should be Rs. 50 Cr. or more

b) Projects should not be older than 10 years as on Proposal Due Date.

Only those Applicants who's Technical Proposal score 70 marks or more out of 100 shall qualify for further consideration

3.2 Evaluation of Financial Proposal

3.2.1 The price bid of only technically qualified applicants shall be opened.

3.2.2 Deleted – Applicable for QCBS mode

3.3 Combined and final evaluation

3.3.1 Deleted – Applicable for only QCBS procedure

3.3.2 Deleted – Applicable for only QCBS procedure

3.3.3. The lowest quoted applicants shall be called for price negotiation.

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.
- 7.7 The CS&QC consultant shall have to establish a full-fledged office at work site for to carry out his/her obligations as per RFP.

7.8 Key Personnel Deployment Schedule:

Deployment schedule for Each Three Towns (Barh, Mokama & Naugachiya) for Group - 1

Key Personnel	Total Man Month	Deployment Schedule
Project Engineer (Civil) Design and Build Work	21 Months	From 1 to 21 Months
Site Engineer (Civil)- 1 no	21 Months	From 1 to 21 Months
Site Engineer (Civil)- 1 no	21 Months	From 1 to 21 Months
Electromechanical Engineer (Mechanical)- 1	15 Months	From 7 to 21 Months

Deployment schedule for Each Sultanganj Town for Group - 2

Key Personnel	Total Man Month	Deployment Schedule
Project Engineer (Civil) Design and Build Work	21 Months	From 1 to 21 Months
Site Engineer (Civil)- 1 no	21 Months	From 1 to 21 Months
Site Engineer (Civil)- 1 no	21 Months	From 1 to 21 Months
Electromechanical Engineer (Mechanical)- 1	15 Months	From 7 to 21 Months

Deployment schedule for Bhagalpur Town for Group – 2

Designation	Total Man month	Deployment Schedule
Project Engineer (Civil) Design and Build Work Cum Team Leader	34	From 1st Month to 34th Month
Process and Design Expert	10	From 1st Month to 10th Month
Planning and Reporting Engineer	34	From 1st Month to 34th Month
Site Engineer (Civil)- 4 nos	136	From 1st Month to 34th Month
QA & QC Engineer - 1 No.	34	From 1st Month to 34th Month
Mechanical Engineer- 1 nos	34	From 1st Month to 34th Month
Electrical Engineer- 1 nos	34	From 1st Month to 34th Month
Site Supervisor (Civil)- 4 nos	136	From 1st Month to 34th Month

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 BUIDCO) 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	Consultancy Fee	75% of total consultancy fees. 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	25% of total consultancy fees
	Total	100%

- 8.4 Fee: Payment 75% of the quoted amount will be paid by the Authority to CSQC. 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 as per duration mentioned for each project but if the same continues beyond specified months the Project Management Consultant will have to provide the services and no extra amount will be paid for extended period.
- 8.6 Penalty shall be imposed to the consultant in case the consultant fails to depute any key personnel. Penalty amount shall be calculated as under
- Penalty amount = 1.5 x monthly rate quote for such key personnel who has not been deputed by the consultant.
- Accordingly penalty shall be calculated due to delay on daily basis.

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”) intends to select Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns. The work of five towns have been divided into two groups Group-1 and Group – 2.

Construction Supervision & Quality Control (CSQC) consultant / consultants 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 CS&QC 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, QA&QC, 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 CS&QC 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 CS&QC 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 to 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. CS&QC consultant shall measure the work done by contractor on daily basis. The consultant has to enter the measurement of work done by contractor and recommend to BUIDCo for payment to the contractor.

The CS&QC 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.

CS&QC 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.

CS&QC shall prepare and assure project specific safety programme and conduct Safety Audit periodically and circulate the Reports.

CS&QC consultant shall accompany Auditor/Authority Inspection party for audit of the construction work. It will be responsible of CS&QC consultant to reply the observation raised by Auditor till the observation para dropped by the Auditor. No any extra payment shall be done by BUIDCo to consultant for this work.

CS&QC consultant shall review the project completion report and as built drawing submitted by contractor. CS&QC consultant shall not recommend for final payment until the contractor does not submit the project completion report and as built drawing. CS&QS consultant to revise the same as per actual work done.

Exit Clause: If the quality of work done by CS&QC is not up to expectation of BUIDCO, then after issue of 30 days of notice the CS&QC 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 of Copies
1	Inception/ Commencement Report	One time	15 days after commencement of services	5
2	Progress Report Fortnightly	Every Fortnight	20 th and 5 th day of the 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 15 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 15 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.
- c. It will be complete responsibility of consultant team to ensure the corrected measurement of work done by contractor is entered in the Measurement Book. The Measurement Book shall be entered by site engineer/ Team Leader of the CS&QC 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

As per Clause Terms and Conditions 7.8

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

As per requirement to run office smoothly.

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.

PROJECT INFORMATION

Name of Project:- Barh Interception and Sewage Treatment Plant Project

The project has been sanctioned by National Mission for clean Ganga. The project includes the following work components

- 1) Sewage Treatment Plant – 11 MLD
- 2) Tapping of Nalas – 3 Nos.
- 3) Pumping Station – 2 Nos.
- 4) Effluent channels
- 5) Rising Main
- 6) EMP
- 7) 15 Years O&M

The sanctioned cost of the project by NMCG is Rs. 58.27 crore

Name of Project:- Mokama Interception and Sewage Treatment Plant Project

The project has been sanctioned by National Mission for clean Ganga. The project includes the following work components

- 1) Sewage Treatment Plant – 8 MLD
- 2) Tapping of Nalas – 6 Nos.
- 3) Pumping Station – 3 Nos.
- 4) Effluent channels
- 5) Rising Main
- 6) EMP
- 7) 15 Years O&M

The sanctioned cost of the project by NMCG is Rs. 53.81 crore

Name of Project:- Naugachiya Interception and Sewage Treatment Plant Project

The project has been sanctioned by National Mission for clean Ganga. The project includes the following work components

- 1) Sewage Treatment Plant – 9 MLD
- 2) Tapping of Nalas – 9 Nos.
- 3) Pumping Station – 6 Nos.
- 4) Effluent channels
- 5) Rising Main
- 6) EMP
- 7) 15 Years O&M

The sanctioned cost of the project by NMCG is Rs. 60.79 crore

Name of Project:- Sultanganj Interception and Sewage Treatment Plant Project

The project has been sanctioned by National Mission for clean Ganga. The project includes the following work components

- 1) Sewage Treatment Plant – 10 MLD
- 2) Tapping of Nalas – 5 Nos.
- 3) Pumping Station – 4 Nos.
- 4) Effluent channels
- 5) Rising Main
- 6) EMP
- 7) 15 Years O&M

The sanctioned cost of the project by NMCG is Rs. 60.22 crore

Name of Project:- Bhagalpur Interception and Sewage Treatment Plant Project

The project has been sanctioned by National Mission for clean Ganga. The project includes the following work components

- 1) Sewage Treatment Plant – 65 MLD
- 2) Tapping of Nalas – 21 Nos.
- 3) Pumping Station – 10 Nos.
- 4) Gravity Main
- 5) Effluent channels
- 6) Rising Main
- 7) EMP
- 8) 15 Years O&M

The sanctioned cost of the project by NMCG is Rs. 254.13 crore

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: Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns.

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: Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns.

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

A separate excel file has been uploaded at E-procurement portal www.eproc.bihar.gov.in. for Group -1 and Group – 2 separately. Applicant shall quote its price on E-procurement portal website only.

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 Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns., **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	<p>State the following:</p> <p>Name of Company or Firm: Legal status:</p> <p>Registered address: Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorized signatory of the Bidder :</p> <p>Name: Designation: Company: Address: Phone No. Fax No. : E-mail address:</p>

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

S.No.	Financial Year	Annual Revenue (in Rs. crores)
1.	2013-14	
2.	2014-15	
3.	2015-16	

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)

Selection of Construction Supervision & Quality Control (CSQC) Consultant for Interception & Diversion and STP Scheme for Barh, Mokama, Naugachiya, Sultanganj and Bhagalpur Towns.

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.