Notice Inviting Proposal for Appointment of Consultancy agency for Operation & Maintenance of Centralized Grievance Redressal cum MIS Cell in UD&HD, Bihar

Urban Development and Housing Department, Govt. of Bihar
1st Floor, Vikas Bhawan, New Secretariat, Patna – 800 001
(Email: urbandev-bih@nic.in)

Ref.No. 09/विभि-04/2020 Date: 11.05.2020

Special Secretary, Urban Development & Housing Department, Government of Bihar, invites proposals from eligible Consultancy Firms for Appointment of Consultant for Operation & Maintenance of Centralized Grievance Redressal cum MIS Cell in Patna, Bihar.

1. Eligibility Criteria for participating Consultancy Firm.

(a) The Bidder must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932 (Any kind of consortium or Joint Venture is not allowed), registered with the Service Tax Authorities and operating for the last Three years as of 31st August 2016.

(b) The bidder should have valid registration of
   (a) Employees’ Provident Fund (EPF) Authority.
   (b) ESIC registration.

(c) The bidder should have valid GST, PAN Card registration.

(d) ISO certification or CMM level 3 or higher.

(e) The bidder should not have been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices.

(f) The bidder should have a minimum average Annual turnover of Rs.200,00,000/- (Rs. 2 Crore) from IT Operations (System Integration / Call Center, ICT Systems Development and Implementation etc.) along with having positive Net Worth in the last three financial years (FY17-18, FY18-19 and FY19-20). (Data Entry, HR staffing, Hardware Maintenance and non IT works are not eligible)

(g) The bidder has minimum 100 Manpower on company payroll.

Evaluations will be done as per the Eligibility Criteria mentioned in the RFP.

2. Interested Consultancy Firms may download the complete Request for Proposal (RFP) Document, from tender/procurement section on the website http://www.urban.bih.nic.in form 13/05/2020.

3. Pre-Proposal meeting Schedule on: 20/05/2020 at 12:30 PM at meeting hall UD & HD.

4. A firm will be selected under Least Cost Selection method and procedures described in this RFP.

5. Interested Consultants are also required to submit cost of RFP documents of Rs. 10,000/- and Refundable Bid Security of Rs. Two Lakh. In the Name of Director BUDA, Urban Development & Housing Department. No proposals will be accepted without cost of RFP document and valid Bid Security. No liability will be accepted for downloading the incomplete document.

6. Sealed Complete Proposals will be addressed at the address mentioned below on any working day up to 03:00 PM hours on 03/06/2020 and Technical Proposal of Bids shall be opened on the same day at 03:00 PM hours at Address:
   The Special Secretary, Urban Development & Housing Department, Vikas Bhawan, New Secretariat, Patna – 800 001, Bihar, INDIA

7. The Special Secretary, UD&HD reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

Special Secretary
UD&HD

[Signature]

[Stamp]
Request for Proposal (RFP) for Selection of Agency for operationalize and maintenance of existing ICT Enabled Centralized Grievance Redressal Cell (CGRC) and MIS Cell in Urban Development & Housing Department
Urban Development & Housing Department
(Govt. of Bihar)

Request for Proposal (RFP)
for
Selection of Agency for
Operationalize and maintenance of existing ICT
Enabled Centralized Grievance Redressal Cell (CGRC)
and MIS Cell in Urban Development and Housing
Department (UDHD)

MAY – 2020

Secretary
Urban Development & Housing Department, Govt. of Bihar
#159, 1st Floor, Vikas Bhawan, Patna – 800 001
Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566
Email: urbansec-bih@nic.in
Website: http://www.urban.bih.nic.in
<table>
<thead>
<tr>
<th>TENDER TITLE:</th>
<th>Operationalize and Maintenance of existing ICT Enabled Centralized Grievance Redressal Cell (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENDER NO:</td>
<td>........................................................................................................................................................................................................</td>
</tr>
<tr>
<td>CONTRACT PERIOD:</td>
<td>3 YEARS</td>
</tr>
<tr>
<td>DATE OF ISSUE:</td>
<td>May........ 2020</td>
</tr>
<tr>
<td>PRE-PROPOSAL MEETING</td>
<td>May.........., 2020 at 11:00 AM</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>May........., 2020 at 3:00 PM</td>
</tr>
</tbody>
</table>
SECTION 1: LETTER OF INVITATION
Section 1 – Letter of Invitation

No. Date:

From: Secretary
Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, Vikas Bhawan, Patna – 800 015
Phone: (0612) 2215580, 2205101, 2215383, Fax: (0612) 2223059, 2231566
Email: urbansec-bih@nic.in
Website: http://www.urban.bih.nic.in

To: All Bidders

Attention: Mr/Ms .................

-----------------------------------------------------------------------------------------------

1. Secretary, Urban Development and Housing Department Govt. of Bihar invites proposals to provide the following consulting services:

   Operationalize and Maintenance of existing ICT Enabled Centralized Grievance Redressal Cell (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD).

2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP).

3. A firm will be selected under Least Cost Selection (LCS) Method and procedures described in this RFP, in accordance with the policies of the Govt. of Bihar.

4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants (including Data Sheet)
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Contract Document

5. A Pre-proposal meeting has been scheduled where all issues/ clarifications could be discussed and finalized. The venue and date of pre proposal meeting has been mentioned in Section 2, Data Sheet to Instructions to Consultant.

7. The deadline for receipt of proposals shall be May ........... 2020, upto 15.00 hrs.

8. UD&HD reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Secretary, UDHD

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
SECTION 2: INSTRUCTION TO CONSULTANTS
Section 2- INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

General

1.1 Urban Development & Housing Department (UD&HD), Govt. of Bihar (GoB), Patna, Bihar, INDIA will select a consulting firm /organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.

1.3 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.

1.4 The UD&HD is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.

1.5 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

1.6 UD&HD requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the UD&HD. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set for the below:

(i) If a Consultant combines the function of consulting with those of contract in land/or supply of equipment ;or

(ii) If a Consultant is associated with or affiliated to a contractor or manufacturer ;or

(iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by UD&HD in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect ;or

(iv) If there is a conflict among consulting assignments , the Consultant
(Including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

Fraud and Corruption

1.7 The UD&HD requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the UD&HD:

(i) defines, for the purposes of this provision, the terms set for the below as follows:

(a) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and

(iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any UD&HD contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any UD&HD contract.

Proposal:

1.8 If a Consultant (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.

Pre-Qualification Criteria

1.9 At the time of submission of bid response, the Bidder should conform to and/or be able to demonstrate the following:-

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
<table>
<thead>
<tr>
<th>SL</th>
<th>Criterion</th>
<th>Supporting Documents must be submitted for consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>The Bidder must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932 (Any kind of consortium or Joint Venture is not allowed), registered with the Service Tax Authorities and operating for the last Three years as of 31st August 2016.</td>
<td>(a) Copy of Certificate of Incorporation from Registrar of Companies</td>
</tr>
<tr>
<td>(b)</td>
<td>The bidder should have valid registration of (a) Employees' Provident Fund (EPF) Authority. (b) ESIC registration</td>
<td>a) Copy of the EPF Registration Certificate. b) Copy of the ESIC registration.</td>
</tr>
<tr>
<td>(c)</td>
<td>The bidder should have valid GST, PAN Card registration.</td>
<td>a) Copy of the GST. b) Copy of the PAN</td>
</tr>
<tr>
<td>(d)</td>
<td>ISO certification or CMM level3 or higher</td>
<td>Attach valid Certificates</td>
</tr>
<tr>
<td>(e)</td>
<td>The bidder should not have been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices.</td>
<td>A self-certified letter by the designated official of the responding bidder on letter head.</td>
</tr>
<tr>
<td>(f)</td>
<td>The bidder should have a minimum average Annual turnover of Rs.200,00,000/- (Rs. 2 Crore) from IT Operations (System Integration / Call Center, ICT Systems Development and Implementation etc) along with having positive Net Worth in the last three financial years (FY17-18, FY18-19 and FY19-20). (Data Entry, HR staffing, Hardware Maintenance and non IT works are not eligible)</td>
<td>Copy of the audited profit and loss account/balance sheet of the FY 17-18, FY18-19, FY19-20 to be submitted. If not audited for FY 2019-20, CA certified Provisional balance sheet &amp; P&amp;L statements are to be submitted</td>
</tr>
<tr>
<td>(g)</td>
<td>The bidder has minimum 100 Manpower on company payroll.</td>
<td>Challan copy</td>
</tr>
</tbody>
</table>

Bidder who qualified above criteria will go for next round of Technical evaluation.

**Proposal Validity**

1.10 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort...
to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

1.11 No current government employee shall be deployed by the consultant without the prior written approval by the appropriate authority.

1.12 Bid Security (Earnest Money Deposit)

a. The bid security of amount indicated in Data Sheet in favor of “DIRECTOR BUDA” payable at Patna shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.

b. The Employer shall reject any bid not accompanied by appropriate bid security, as non-responsive.

c. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.

d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.

e. The bid security may be forfeited:

   (a) if a Bidder withdraws its bid during the period of bid validity.

   (b) if the successful Bidder fails to:

      (i) Sign the Contract within required time frame;

      (ii) Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Consultants may request a clarification of any of the RFP documents upto fifteen (15) days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

3.1 Consultant’s Proposal (the Proposal) will consist of three (3) components

   (i) Bid Security

   (ii) the Technical Proposal, and

   (iii) the Financial Proposal

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
3.2 Bid Security: Bid security as mentioned in clause no 1.11 above shall be placed in Envelope I. if the bid security is found proper then only technical and financial proposals will be entertained

3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English.

3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract. The name of the cluster applied for should be clearly mentioned on the envelope.

3.5 The Technical Proposal should clearly demonstrate the Consultant’s understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Technical Proposal Format

4.2 (i) The consultant shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

(ii) The following table summarizes the content and maximum number of pages permitted for each type of Proposal. If the maximum number of pages is exceeded, a penalty will be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper.

<table>
<thead>
<tr>
<th>Proposal Type Content</th>
<th>Full Technical Proposal (FTP)</th>
<th>Simplified Proposal (STP)</th>
<th>Technical Proposal (BTP)</th>
<th>Bio data Technical Proposal (BTP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience of the firm</td>
<td>(i) Maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) maximum of twenty (20) Pages of relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm’s relevant experience. No promotional material should be included.</td>
<td>Not required.</td>
<td>Not required.</td>
<td></td>
</tr>
<tr>
<td>General approach and methodology, work plan</td>
<td>Maximum fifty (50) pages inclusive of charts and diagrams (Form TECH-4).</td>
<td>Maximum ten (10) pages including charts and diagrams (Form TECH-4)</td>
<td></td>
<td>Maximum one (1) page for work plan. No written methodology to be provided.</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------</td>
<td>-------------------------------------</td>
<td>--------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Personnel schedule</td>
<td>Form TECH-7</td>
<td>Form TECH-7</td>
<td>Form TECH-7</td>
<td></td>
</tr>
<tr>
<td>Comments on terms of reference</td>
<td>No limit, but to be concise and to the point (Form TECH-3A).</td>
<td>Included as part of general approach and Methodology.</td>
<td></td>
<td>Not required.</td>
</tr>
<tr>
<td>Experts' CVs</td>
<td>maximum of five (5) pages for each expert's CV using Form TECH-6.</td>
<td>maximum of five (5) page CV for each expert using Form TECH-6.</td>
<td></td>
<td>maximum of five (5) page CV for each expert using Form TECH-6.</td>
</tr>
<tr>
<td>Counterpart staff and facility Requirements</td>
<td>Maximum of two (2) pages (Form TECH-3B).</td>
<td></td>
<td>Not required.</td>
<td>Not required.</td>
</tr>
<tr>
<td>List of Proposed Expert Team and Summary of CV Particulars</td>
<td>Form TECH-5</td>
<td>Form TECH-5</td>
<td>Form TECH-5</td>
<td></td>
</tr>
</tbody>
</table>

Technical Proposal Content

4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xiii) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-7). Such information must be provided by the Consultant and each Associate.

(i) A brief description of the organization and outline of recent experience of the consultant and each associate on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the consultant’s involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (Joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) A concise, complete, and logical description of how the Consultant’s team will carry out the services to meet all requirements of the TOR.

(iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.

(iv) An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.

(v) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant’s Staffing Schedule.

(vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be
declared non responsive.

(vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.

(viii) Only one CV may be submitted for each position.

(ix) Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.

(x) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.

(xi) A zero rating will be given to a nominated expert if the expert:

(a) has not signed the CV; or
(b) is a current employee of the executing agency.

5. FINANCIAL PROPOSAL

5.1 All information provided in Consultants’ Financial Proposal will be treated as confidential.

5.2 The Financial Proposal is to be submitted in the requisite forms enclosed.

5.3 No proposed schedule of payments should be included in Consultants’ Financial Proposals.

5.4 Consultants shall quote the rates in Indian National Rupees only.

5.5 Form FIN-1 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

(i) Not taken any action which is or constitutes a corrupt or fraudulent practice; and
(ii) Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Consultant’s Proposal and to the performance of the ensuring Consultant’s Contract.

5.6 The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs / expenses and statutory taxes excluding Service Tax. The Client shall pay Service Tax as applicable on prevailing rates.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

6.1 The original Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by
Consultants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.

6.2 An authorized representative of the Consultant shall initial all pages of the original copy of the Financial Proposal. No other copies are required.

6.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

6.4 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes (Envelope 1 – Earnest Money Deposit, Envelope 2 – Technical and Envelope 3 – Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the loan project, and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.

6.5 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

7. PROPOSAL EVALUATION

General

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

7.2 The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.

Evaluation of Technical Proposals

7.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.

7.4 The Client’s ‘Consultancy Evaluation Committee’ (CEC) will be responsible for evaluation and ranking of Proposals received.

7.5 The CEC evaluates and ranks the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.

7.6 A Technical Proposal may not be considered for evaluation in any of the following cases:

(i) The Consultant that submitted the Proposal or one of its Associated Consultants
belongs to one of the cases described in Sub-Clause 5.5(i) to and failed to make a proper statement to that effect in the cover letter; or

(ii) The Consultant that submitted the Proposal or one of its Associated Consultants was found not to be legally incorporates or established in India; or

(iii) The Technical Proposal was submitted in the wrong format;

(iv) The Technical Proposal included details of costs of the services; or

(v) The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

7.7 After the technical evaluation is completed, the Client shall notify Consultant whose Proposals did not meet the minimum qualifying technical mark or Consultant whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Consultants whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants’ attendance at the opening of Financial Proposals is optional).

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS Public

Opening of Financial Proposals

8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet.

(i) The marks of each Technical Proposal that met the minimum mark of 750 will be read out aloud.

(ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.

(iii) The Client’s representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant’s Financial Proposal. This information will be recorded in writing by the Client’s representative.

Evaluation of Financial Proposals

8.2 Following the ranking of Technical Proposals, when selection is based on QBS method, financial proposal of first ranked bidder only will be opened and he will be invited to negotiate its Financial Proposal and the Contract. For others (QCBS & LCS), financial proposals shall be opened publicly and read out; and the highest ranked bidder based on cumulative technical and financial evaluation ranking will be invited for contract negotiations.

8.3 Consultants’ attendance at the opening of Financial Proposals is optional.

8.4 The evaluation committee will review the detailed content of each financial proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal Financial Proposals will be reviewed to ensure these are:

(i) complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors,

(ii) computational errors if there are errors these will be corrected;

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
(iii) other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.

8.5 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.

8.6 The evaluated total price (ETP) for each Financial Proposal will be determined.

8.7 When the QCBS method is used: The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$ S_f = 1,000 \times \frac{F_m}{F} $$

Where:

$ S_f $ is the financial score of the Financial Proposal being evaluated

$ F_m $ is the ETP of the lowest priced Financial Proposal

$ F $ is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.

8.8 When the LCS method is used: the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.

9. Ranking of Proposals (QCBS)

9.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (or seventy percent) and 0.30 (or Thirty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Consultant.

9.2 The technical and financial scores shall be added and the Contract will be awarded to the agency which scores maximum points.

10. Contract Negotiations and Award of Contract

10.1 The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract.

10.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

11. Performance Security

The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in favor of Director, BUDA from any scheduled commercial Bank for an amount equivalent to 10% of the total contract value towards Performance Security valid for a period of 60 days beyond the date of completion of services. The Bank Guarantee will be released by UD&HD after 60 days of completion of contract.
### Section 2: Data Sheet to Instruction to Consultants

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Details</th>
</tr>
</thead>
</table>
| **1.1** | Name of the Client:  
*Urban Development & Housing Department (UD&HD), Govt. of Bihar (GoB)*  
Client's Representative:  
*Secretary, UDHD*  
Method of selection: **Least Cost Selection (LCS) Method** |
| **1.2** | Financial Proposal to be submitted together with Technical Proposal: Yes  
Name of the assignment is:  
*Operationalize and Maintenance of existing Centralized Grievance Redressal Cell (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD)*  
More details on the services are provided in the Terms of Reference (ToR) under Section 5. |
| **1.3** | There shall be a **pre-proposal meeting** as under:  
**Date and Time:** May..........., 2020 **at 11:00hrs**  
**Venue:** #126, Meeting Hall, Urban Development & Housing Department (UD&HD), 1st Floor, Vikas Bhawan New Secretariat, Patna—800015. |
| **1.4** | The Client will provide the following inputs and facilities:  
As Mentioned in Terms of Reference (ToR) |
| **1.9** | Proposals must remain valid for 90 days from the submission date. |
| **1.11 (a)** | The Bid Security amount is as under in prescribed format:-  
*Rs. 100,000/- (Rupees One Lakh only)* as demand draft in the favor of “DIRECTOR BUDA” payable at Patna. |
| **2.1** | Clarifications may be requested not later than 10 days before the submission date.  
The address for requesting clarifications is:  
*Secretary*  
*Urban Development & Housing Department, Govt. of Bihar*  
*Vikas Bhawan, Patna – 800 015*  
*Phone: (0612) 2215580, 2205101 Fax: (0612) 2223059, 2231566*  
*Email: urbandevsec-bih@nic.in*  
*Website: [http://www.urban.bih.nic.in](http://www.urban.bih.nic.in)* |
| **4.2 (i)** | The format of the Technical Proposal to be submitted is:  
*Full Technical Proposal (FTP)* |
| **5.4** | It is expected that agency has quoted its fee considering all requirements for satisfactory performance of the services under the contract in terms of lump sum fees. |
| **6.5** | Proposals must be submitted no later than the following date and time:  
**Date:** May..........., 2020, **Time:** 15:00hrs |
| **7.1** | Technical Proposals shall be evaluated on the basis of following pre-identified criteria:  
(a) Technical criteria that would be considered for selection of preferred bidder would be as follows: |
<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Full Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organization’s Establishment &amp; Overall Operation Experience</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Financial Profile of the Organization</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s Experience of Similar Projects-Design &amp; Development</td>
<td>100</td>
</tr>
<tr>
<td>4</td>
<td>Bidder’s Experience of Similar Projects-Managing and Maintainance</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>Organizational Certification.</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>Approach &amp; Methodology</td>
<td>150</td>
</tr>
<tr>
<td>7</td>
<td>Team Structure</td>
<td>400</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td>1000</td>
</tr>
</tbody>
</table>

(b) The members of the Consultancy Evaluation Committee (CEC) of UD&HD will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score.

(c) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I to Data Sheet

8.1 Expected date for public opening of Financial Proposals May........., 2020 at 15:00hrs.

8.8 A firm will be selected under Least Cost Selection (LCS) Method and procedures described in this RFP, in accordance with the policies of the Govt. of Bihar.

10.2 Expected date for commencement of Operationalization and Maintenance of existing Centralized Grievance Redressal Cell (CGRC) and MIS CELL is: May........., 2020.

10.3 The duration of the assignment shall be three years. The agency’s performance would be evaluated after the end of initial contract period and would be continued further, if found satisfactory.
## DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Criteria</th>
<th>Weightage (%)</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organization’s Establishment &amp; Overall Operation Experience</td>
<td>100%</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Establishment &amp; Experience less than 3 Years</td>
<td></td>
<td>N.I.</td>
</tr>
<tr>
<td></td>
<td>Establishment &amp; Experience More than 3 Years but less than 5 Years</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Establishment &amp; Experience More than 5 Years</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Financial Profile of the Organization</td>
<td>100%</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>Turnover of the organization last 3 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>less than Rs. 2 Crore</td>
<td>N.I.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More Than Rs. 2 Crore But up to Rs. 5 Crore</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More Than Rs. 5 Crore But up to Rs.10 Crore</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More Than Rs. 10 Crore</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s Experience of Similar Projects</td>
<td>100%</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>Design, Development &amp; implementation of MIS &amp; Grievance redressan Project for 3 years in any Govt./PSU of value more than 50 Lakhs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0-2 Projects</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 2</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Experience of managing and maintain State level Web Portals in Any Govt./PSU In last 3 years of value more than 50 Lakhs</td>
<td>100%</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>0-2 Projects</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 2</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Organization Certification</td>
<td>100%</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>ISO Certified</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CMM level 3</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Approach and Methodology</td>
<td></td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>Implementation Methodology and Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implementation Model &amp; Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Management Methodology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td>40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Technology Proposed</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Proposed Maintenance Model</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ticket resolution &amp; SLA maintenance mechanism</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Escalation Matrix structure</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>c.</td>
<td>Work Schedule &amp; Its adherence to timeline mentioned in the TOR</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td>f.</td>
<td>Presentation of Proposal</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Team Structure</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>A</td>
<td>Team Leader</td>
<td>40%</td>
<td>150</td>
</tr>
<tr>
<td>i.</td>
<td>Qualification – B.Tech / B.E in CSE / IT/ Electronics or MBA (IT)</td>
<td>30%</td>
<td>60</td>
</tr>
<tr>
<td>ii.</td>
<td>Experience of working as Team Leader / Dy. Team Leader/ Manager</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td>iii</td>
<td>Project related experience – 20 marks for each year beyond minimum 2 years requirement but maximum 60 marks</td>
<td>40%</td>
<td>60</td>
</tr>
<tr>
<td>iv.</td>
<td>Experience for Running /maintenance of online MIS System</td>
<td>20%</td>
<td>20</td>
</tr>
<tr>
<td>B</td>
<td>CV of Programmers (1Nos)</td>
<td>20%</td>
<td>100</td>
</tr>
<tr>
<td>i.</td>
<td>Qualification – BE/B.Tech. in CS /IT</td>
<td>30%</td>
<td>30</td>
</tr>
<tr>
<td>ii.</td>
<td>Experience for development &amp; maintenance of software – 15 marks for each year beyond minimum 2 years requirement but maximum 50 marks</td>
<td>50%</td>
<td>50</td>
</tr>
<tr>
<td>iii.</td>
<td>Experience for development of online MIS software</td>
<td>20%</td>
<td>20</td>
</tr>
<tr>
<td>C</td>
<td>CV of MIS Expert</td>
<td>20%</td>
<td>75</td>
</tr>
<tr>
<td>i.</td>
<td>Qualification – BE/B.Tech. in CS / IT /Electronics/ MBA in IT</td>
<td>30%</td>
<td>30</td>
</tr>
<tr>
<td>ii.</td>
<td>Experience for business analysis in IT sector – 15 marks for each year beyond minimum 2 years requirement but maximum 50 marks</td>
<td>50%</td>
<td>35</td>
</tr>
<tr>
<td>iii.</td>
<td>Experience for handling of online MIS software</td>
<td>20%</td>
<td>10</td>
</tr>
<tr>
<td>D</td>
<td>CV of Civil Engineers</td>
<td>20%</td>
<td>75</td>
</tr>
<tr>
<td>i.</td>
<td>Qualification – Graduate in Civil Engineering having 2 years post qualification Experience</td>
<td>30%</td>
<td>20</td>
</tr>
<tr>
<td>ii.</td>
<td>Experience in construction specially in government projects preferably in Urban areas – 20 marks for each year beyond minimum 3 years requirement but maximum 60 marks</td>
<td>60%</td>
<td>45</td>
</tr>
<tr>
<td>iii.</td>
<td>Experience in maintenance of online MIS</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
<td>1000</td>
</tr>
</tbody>
</table>
Bid Security Form (Bank Guarantee)

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary __________________________________________________________ (name and address of Employer)

Date: ____________________________

Bid Security No.: ____________________________

Where as M/s ____________________________ (insert the name of the Consultant) (hereinafter called the “Consultant”) has submitted its technical & financial proposals for the work of ____________________________ (insert the name of work and cluster for which proposal is submitted) (hereinafter called the “Proposal”) under Package No. ____________________________ on dated ____________________________ against the Employer’s Notice Inviting Tenders (NIT) Notice Inviting Request for Proposals (RFP)/Invitation for Bid(IFB)No. ____________________________ (insert NIT/NIP/IFB number as per publication in news paper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Consultant, we ____________________________ (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of ____________________________ (insert bid security amount in figures) ____________________________ (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the RFP conditions, because the Consultant:

(a) has withdrawn its Proposal during the period of Proposal validity specified by the Consultant in the Technical Proposal Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Consultants (here in after “the ITC”)/of the RFP Document; or

(c) having been notified of the acceptance of its Proposal by the Employer during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITC.

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the Contract Agreement signed by the Consultant and the performance security issued to you upon the Instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant; or (ii) forty-five days after the expiration of the Consultant’s proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

____________________ Bank’s seal and authorized signature(s) ____________________________
SECTION 3: TECHNICAL FORMS
FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Secretary
Urban Development & Housing Department, Govt. of Bihar
Vikas Bhawan, Patna – 800 015
Phone: (0612) 2215580, 2205101 Fax: (0612) 2233059, 2231566
Email: urbansec-bih@nic.in

Dear Sir/Madam:

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

We are submitting our Proposal in individual capacity /as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Data Sheet (Please indicate date).

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

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory: ______
Name of Firm: ______
Address: ______
FORMTECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (four pages) description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment, with following summary sheet]

<table>
<thead>
<tr>
<th>Name of the Agency/Institution/Firm</th>
<th>Name of Associated Agency/Institution/Firm, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Head Office</td>
<td>Contact Person</td>
</tr>
<tr>
<td>Year of Establishment</td>
<td>Number of Offices (India and Bihar)</td>
</tr>
<tr>
<td>Financial Turnover* in last three years (Rs. in Lakhs) Year2017-18:</td>
<td></td>
</tr>
<tr>
<td>Year2018-19:</td>
<td></td>
</tr>
<tr>
<td>Year2019-20:</td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover for above three financial Years: *Audited Statements to be enclosed for FY 2017-18 &amp; FY2019-20 *For FY 2019-20, if not audited, CA certified Provisional balance sheet &amp; P&amp;L statements are to be submitted</td>
<td></td>
</tr>
<tr>
<td>Net worth of Agency/Institution/Firm (Positive/Negative):</td>
<td></td>
</tr>
<tr>
<td>Working Capital: (in Lakhs):</td>
<td></td>
</tr>
<tr>
<td>Experience in Similar Assignment:</td>
<td></td>
</tr>
<tr>
<td>- Number of years:</td>
<td></td>
</tr>
<tr>
<td>- Total assignments:</td>
<td></td>
</tr>
<tr>
<td>- Similar Assignments in last 3 years:</td>
<td></td>
</tr>
<tr>
<td>Any Award or Felicitation received</td>
<td></td>
</tr>
<tr>
<td>Any Other Relevant Details</td>
<td></td>
</tr>
</tbody>
</table>

Name of the Applicant Agency/Institution/Firm:
Signature of Authorized Representative:
Designation of Authorized Representative:
Seal & Date:
RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL

Page | 24
B - Consultant's Experience [For Full Technical Proposals Only]

[The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below.]

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in current Rs.):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Approx. value of the services provided by your firm under the contract</td>
</tr>
<tr>
<td>Location within country:</td>
<td>Approx. value of the services provided by your firm under the contract</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Total No. of person-months of the assignment:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of professional person-months provided by the joint venture partners or the Sub-Consultants:</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>Name of joint venture partner or sub-Consultants, if any:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td>Name of senior regular full time employees of your firm involved and functions performed (indicate most significant profiles such as Principal Secretary/Coordinator, Team Leader):</td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td>Description of actual services* provided in the assignment:</td>
</tr>
</tbody>
</table>

*(Proof Such as Work-order etc. and Certificate from Employer regarding experience should be attached with the Technical Bid for ascertaining the Contract Value)*

Name of the Applicant Agency/Institution/Firm:
Signature of Authorized Representative:
Designation of Authorized Representative:
Seal & Date:
FormTECH-3: Comments and Suggestions on the Terms of Reference

A-On the Terms of Reference [For Full Technical Proposals Only]

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

1.
2.
3.
4.
5.
...

B-On Counterpart Staff and Facilities [For Full Technical Proposals Only]

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 1.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

1.
2.
3.
...
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment [As per the details mentioned in the NARRATIVE EVALUATION CRITERIA]

Technical Approach and Methodology, Work Plan, and Organization and Personnel

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the technology being proposed to use and the importance, Solution architecture addressing their requirement of the UDHD and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Details of technology improvements should explain the proposed Architecture (Solution, technology, application architectures) of the call center, details of IVRS and Specification of Technology and Software for running Call Center, quality assurance mechanism for call center operations, maintenance of GMA and MIS cell applications etc.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and date of delivery. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of FormTECH-7.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You should explain the management structure to run the call center to maintain the quality standards.

d) Proposed infrastructure to run Call center in this chapter you should furnish the detailed bill of materials for the proposed solution in terms of hardware, networking components etc. for the call center and the same shall be incorporated in the following form. The bidder is expected to provide with latest hardware & software for running the call center keeping in view of the accepted industry standards & performance requirements specified in this RFP.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Item Description</th>
<th>Specifications</th>
<th>Make</th>
<th>Model</th>
<th>No. of Units</th>
</tr>
</thead>
</table>

The Purchase Committee will decide the acceptable configurations / specifications of the hardware and other items and the same will be binding to all.
# FORMTECH-5: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

## Team Leader and Key Professionals

<table>
<thead>
<tr>
<th>Surname, First Name</th>
<th>Firm Acronym</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
<th>Employment Status with Firm (full-time/ other)</th>
<th>Education/ Degree (Year / Institution)</th>
<th>No. of years of relevant project experience</th>
<th>CV signature (by expert/by other)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Support Staff

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Surname, Name</th>
<th>Position</th>
<th>Task Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. ProposedPosition[onlyonecandidateshallbenominatedforeachposition]:

2. Name of Firm[Insert name of firm proposing the expert]:

3. Name of Expert[insert full name]:

4. Date of Birth: [Please furnish proof of age] Citizenship:

5. Education[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtaining]:

6. Membership of Professional Associations:

7. Other Training[Indicatesignificanttrainingsincedegreesunder5-Educationwereobtained]:

8. Publication:[List of details of major technical reports/papers published in recognized national and international journals]

9. Languages[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

10. Employment Record[Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give employer references, where appropriate.]:

From[Year]: To[Year]:

Employer:

Positions held:

| 10. Detailed Tasks Assigned | 11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[Along the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert’s capability to handle the tasks listed under point 11.]
Name of assignment or project:
Year: Location:
Client:
Main project features: ___
Positions held:
Activities performed: ___

12. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and my experience.
(ii) I am not employed by the Executing/Implementing Agency.
(iii) I am/not in regular full-time employment with the Consultant/Sub-Consultant.
(iv) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.

(v) I am willing to work on the project and I will be available for entire duration of the project Assignment and I will not engage myself in any other assignment during the currency of this assignment on the project

(vi) I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience.

I am committed to undertake the assignment within the validity of the proposal.

(vii) I did not write the terms of reference for this consulting services assignment.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm] Full name of authorized representative: ___

---

1. This CV can be signed by a senior representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.
<table>
<thead>
<tr>
<th>N°</th>
<th>Name of Expert /Position</th>
<th>Professional Expert input (in the form of a bar chart)</th>
<th>Total person-month input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n Total</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

**Total**

1. Months are counted from the start of the assignment. For each expert indicate the input for field work.
2. Field work means work carried out at a place other than the expert's home office; i.e., normal place of business. Full time input
3. Part time input
1. Work schedule for Call center and MIS cell needs to be provided separately
2. Shall indicate all main activities of the individual parts of the assignment, including deliverables as per Terms of Reference & Scope of Work, and other benchmarks such as Client approvals. For assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
3. Proposed work schedule must be provided with functionality wise in a Gantt chart.
SECTION 4: FINANCIAL PROPOSAL
Section 4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 5 of Section 2. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in para. 4 of the Letter of Invitation.
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Secretary
Urban Development & Housing Department, Govt. of Bihar
Vikas Bhawan, Patna – 800 015
Phone: (0612) 2215580, 2205101 Fax: (0612) 2223059, 2231566
Email: urbansec-bih@nic.in

Dear Sir /Madam:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.14 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [in full and initials]:
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

1 Amounts must coincide with the ones indicated under Total in Form FIN-2.
FORM FIN-2A: SUMMARY BY COSTS

Project Title: Operationalize and Maintenance of existing ICT enabled Centralized Grievance Redressal (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD).

Part [A] - : Operationalize and Maintenance of existing ICT enabled Centralized Grievance Redressal (CGRC) and MIS Cell

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description of Services</th>
<th>Fees (as per ITC clause 5.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(In figures)</td>
</tr>
<tr>
<td>1.</td>
<td>Professional fee for Operationalize and Maintenance of existing ICT enabled Centralized</td>
<td>Subtotal [A]</td>
</tr>
<tr>
<td></td>
<td>Grievance Redressal (CGRC) and MIS Cell (As Per FIN-2B)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>O&amp;M cost as per Form FIN-2B value</td>
<td>Subtotal [B]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grand Total [A] + [B]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Add GST</td>
</tr>
</tbody>
</table>

Grand Total

Note:
(i) While quoting financial offers, applicant firms are requested to refer Clause 5.4 of Data Sheet to Instruction to Consultants under Section 2 and Clause 10) of Terms of Reference under Section 5 of RFP Document.

(ii) During Evaluation of Financial proposals, the quoted fees excluding service tax shall be considered.

(iii) The client shall pay the Consultant, the Goods & Services Tax, on prevailing rates as applicable on the consultancy charges.
**FORM FIN-2B: Resource COSTS**

**Project Title:** Operationalize and Maintenance of existing ICT enabled Centralized Grievance Redressal (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD)

Part [B] - Operationalize and Maintenance of ICT enabled Centralized Grievance Redressal (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD)

<table>
<thead>
<tr>
<th>SrNo</th>
<th>Resource</th>
<th>1st Year</th>
<th></th>
<th>2nd Year</th>
<th></th>
<th>3rd Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Salary</td>
<td>Allowance</td>
<td>Total</td>
<td>Salary</td>
<td>Allowance</td>
<td>Total</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>Resource</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 i</td>
<td>Team Leader-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 ii</td>
<td>Programmer-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 iii</td>
<td>MIS Expert-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 iv</td>
<td>Civil engineer-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 v</td>
<td>MIS Executive-10 Nos.</td>
<td>Sub Total (A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Contingency @ 25% of Subtotal “A”</td>
<td>Sub Total (B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total Fee excluding GST (Subtotal A+ Subtotal B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Goods and Service Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Fee Including GST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

(i) The above quote must be given for overall human resources as requested in RFP, i.e., 1 TL, 1 Programmer, 1 MIS Expert, 1 Civil Engineer and 10 MIS Executive

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
(ii) While quoting financial offers, applicant firms are requested to refer Clause 5.4 of Data Sheet to Instruction to Consultants under Section 2 and Clause 10) of Terms of Reference under Section 5 of RFP Document.

(iii) During Evaluation of Financial proposals, the quoted fees excluding GST shall be considered.

(iv) The client shall pay the Consultant, the GST , on prevailing rates as applicable on the consultancy charges.
APPENDIX

Instructions for Preparing Financial Proposal Forms FIN-2A

1. It is the Consultant’s responsibility to ensure the correct Financial Proposal format issued for the selection method indicated in the Data Sheet.

2. Forms FIN-1 and FIN-2A must be completed and submitted to the Client in hardcopy only, strictly in accordance with the instructions.

3. **Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.

   Form FIN-2A Summary of Costs. Form FIN-2A provides a summary of the elements of estimated costs for Operationalize and Maintenance of existing ICT enabled Centralized Grievance Redressal (CGRC) and MIS Cell.

4. **Form FIN-2B** Summary of Costs. Form FIN-2B provides a summary in detail of the human resource estimated costs for operation & maintenance of CGRC & MIS Cell.
SECTION 5: TERMS OF REFERENCE
1. **Background & Brief Description of task**

To bring about transparency in the administration through use of Information Technology and Communication (ICT), it is envisaged to set up a Centralized Grievance Redressal cell in the Urban Development and Housing Department (UDHD) for UDHD and other Urban Local Bodies in Bihar for Redressal of public grievances & to receive feedback on the services of the department and municipal bodies.

The earlier assignment was comprise of the following two components –

a. Design, Develop, Implement, Integrate, Host and Maintain a Grievance Redress & Management Application (GMA) and

b. Set-up, Operate and Maintain a Centralized Call Center for servicing UDHD and other ULBs of Bihar.

2. **Objective of CGRC and MIS Cell**

UDHD has been set-up a Centralized Grievance Redressal Cell (CGRC) which has not only the ability to provide a centralized contact center and online access to the urban citizen but complete access and control to UDHD and associated Urban Local Bodies (ULBs) for online monitoring the grievance redressal procedure from end-to-end. This CGRC have ability to classify different complaint types from different sources based on pre-defined, customizable rules. This integrated system able to assign, store and track unique complaint IDs (GMA token number) and also enable intimation to various stakeholders as required within the defined workflow. This system also allow definition of target TATs and measure the actual TATs on all complaints. The system also facilitate setting up of alerts for pending tasks nearing the assigned time, as well as committed turnaround time and capable of reporting on all complaint/query criteria like ageing, status, classifications as defined by UDHD/ULB.

Today the need of this system is to improve by not only set up existing system but it must reach to the citizen with ease. So the mobile technology would like to introduce in to the system to improve the citizen services. With the lessons learnt from last 3 years of the GMA implementation there is observations which UDHD would like to improve in this phase which has been discussed in this document at appropriate sections.

**Current Responsibility of MIS Cell:**

- Generation of consolidated report on fund utilization against each project or reform.
- Responsible to collect facts and figure of every project work progress
- Sharing and obtain the communication with ULB son Civil or miscellaneous Cases, Q&A of assembly etc., or any matter up on the instruction of UDHD.

MIS cell has to prepare periodical progress reports on various services of various departments to measure the performance of ULBs based on the data provided by them. This is big challenge to deliver on time for the MIS cell today because the data required for the preparation of reports need some amount of time with prior intimation so
that it can be collected from the ULBs. To follow up ULBs and preparing is time consuming process. If these reports served on time to the UDHD administration, it will help them to take any decision making or analysis on time. So UDHD is desired to facilitate ULBs with pre-defined interfaces to key in required information so that real time reports (automated/semi-automated) will be generated with rich analytical pre-defined formats and auto generated graphs etc.

3. Functional Specifications of existing GMA and MIS Call Center Application:

3.1 Following are the functionalities list of Grievance Management Application

3.1.1 Grievance Management Application:

- Setup statewide uniform standards for grievance redressal.
- Provide MIS reports to ULBs and UDHD in all aspects of grievance redressal.
- Easy to use interfaces to citizens to lodge grievances
- CGRC shall be used to do the following analysis
  - Generate various Analysis reports (Department/ULB wise complaints, service-wise complaints, seasonal variation of complaints for each service category, trend analysis, aging of grievances and exception reports, reports on TATs of complaints, graphical reports etc.)
  - System should generate Exception Reports for prompt follow-up
  - Ageing of complaints is of prime importance
  - "Alerts" at various levels of access
  - Generate defined statistics and performance indicators and make them available for public to view

3.1.2 Scope of Grievance Management functional Requirements

It has been learnt from the existing system having some limitations which is expected to be improved with the following functionalities. The following functional requirement of GMA is outlined only indicative. Vendor will need to improve if required during the system study that should be adopted within the UDHD department and ULBs to attain its goals to provide an integrated platform to the citizens to register their grievances /feedback and help the department and ULBs in addressing them smoother way.

- Even though Citizen can register the complaint directly online, the workflow has not been appreciated completely which shall be made operational. Any gaps identified during system study to achieve this workflow need to be developed and deployed.
- There is possible mail & SMS integration in the current system required to not only to the citizens also to the department officials. These notification will help the department to attend the grievance to resolve on time.
  - When CGRC cell forward the complaint authority of local ULB or Municipality. Sending a SMS as an alarm is recommended when any complaint has been forwarded by the CGRC Cell to Authority of ULB/ Municipality from CGRC Cell.
  - Periodically a mail or a message to be delivered as alert to the higher authority on SLA failures.
  - Before SLA closure an alert notification to be sent to ULB officials
  - Message on closure of complaint to be sent to citizen on redressal of grievance.
- Though GMA holds the responsibility of managing the operations but ownerships always lying with the department to avoid communication gap, an automated periodical list of non-closure complaints must be

RFPforselectionofImplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
Sent through mails to higher officials need to be addressed.

- Service wise or complaint specific dash board alerts/notification screen is required to the respective redressereither to attend or forward to the respective official to resolve.

The selected bidder is expected to do system study and may recommend to improve the functionalities listed above if required to achieve the objectives of GMA.

Following are the functionalities of existing system which is on live, working fine with award winning performance. The bidder is requested to go through the all the functionalities of current system during the system study and any improvement required need to be developed in this phase. The existing software code will be, provided to the selected bidder for the required customization with an undertaking and agreement. Ownership of code and IP right strictly lying with UDHD only. Any copy, unknown utilization or misuse of this code leads to punishable act.
3.2 Following is broad scope and functionality list of MIS Cell

This is ambitious proposal of making automation of MIS cell functionalities but many of the reports which can be using repeatedly during the review meetings in pre-defined formats. These kind of formats can be automated and it is observed a few can be semi-automated. The selected bidder need to be study the existing system in detail and submit a report where there is possible to modify the existing automation, semi-automation work flows which can be obtained more efficiently.

Mukhyamantri 7 Nischay: This is prestigious mission mode program envisaged by the Hon’ble chief minister for the citizens of Bihar state. Out of facilitating seven nischays, UDHD is responsible to deliver three Nischays. UDHD has developed a portal in this regard where entire state house hold related data will be managed and maintained for the development of various schemes. The selected bidder shall be responsible for customize, maintain and manage the same portal further as per the requirement of UDHD. The ownership of source code and IP rights strictly lying with UDHD only. Any misuse of data, source code and rights is witnessed, these selected bidder will be liable to punishable as per the court of law.

This portal developed in .Net framework 4.0 with Microsoft SQL server 2012. The solution currently running in State data center.

Deployment of one Programmer: Obtaining and development of automated workflows of MIS Cell shall be a continuous process because of various kind of operational level work flows to be experienced to design, develop and deploy. In addition to this few of the portal related to UDHD department need to have continues support which is demanding at least one programmer resources to be stationed in MIS cell to look after the customization, design and development requirements. The scope of work of this programmer may not be limited to these functionalities only. Programmer also bound to develop any tools whichever required for UDHD in their operational support. In case UDHD would like to improve programmer resources based on the requirement the selected bidder must be made available such resources in agreed time. For any additional resources it is mandatory that the selected bidder must take a written approval from the department otherwise payments will not be appreciated.

Deployment of Biometric attendance system: CGRC & MIS cell must be deployed the biometric based attendance system which shall be part of this scope to develop and deploy. The selected bidder shall raise the invoice based on attendance and competent authority shall verify to release of any payments.
3.2.1 For Centralized Call Center-

3.2.2.1 General Specifications for Call center

The call center is envisaged to be a primary channel for capture of grievances from the citizen through comprehensive tele-functionalities (both manual and IVR). It is envisaged to be a 12 hours X 6 days - manned, remaining hours - through IVRS service platform, offering bi-lingual language and integrating channels (voice, email and letter). The Vendor must provide latest state-of-the-art call center solution based on IP Multimedia platform for seamless handling of mentioned Medias of contact namely Voice, E-mail and letter with unified administration and reporting and must have the integrated components in a single platform. CGRC will be required to possess the following characteristics:

- Through a telephone number citizens can register / escalate their grievance or call to seek information, provide feedback or seek guidance for utilizing any schemes of ULBs and UDHD.
- Call Center Agents (CSA) shall register the complaint/feedback in the Grievance Management System and provide a unique registration number to the complainant for tracking.
- Based on the type of complaint, call center will provide the expected approximate resolution time to the complainant.
- Depending on the nature of the complaint/feedback work-flow engine of Grievance Management System will forward the information to the concerned official or if it is an escalation complaint will be forwarded to the higher authority, as the case may be.
- CSA will provide resolution status or details of concerned officer to the complainant, if asked for by the complainant.
- CSA will forward the call to grievancedressal/helpdesk cell in the ULBs, if required.
- In case the complainant is not satisfied with the resolution provided, CSA may connect to the concerned officer of the UDHD and ULB for further information.
- It encompasses interaction by voice, email and letter.
- IVR will provide the facilities like checking the status of the complaint, providing information eg. schemes etc., registering complaints.
- Primarily offer support in English, Hindi.
- MIS on all interaction, including call management and call charging, are provided.

3.2.2.2 Inbound calls/emails:

- To serve citizens by performing the following task:
  - Disseminating information about services provided by municipalities & UDHD, information
- Providing citizens with basic information concerning grievances related to UDHD and ULBs
- General enquiries on services of various Local Bodies
- Filling up the Complaint/feedback for month basis of call
- Handling e-mails pertaining to above by
  - Sending appropriate replies and calling for additional information wherever needed
- Acknowledging the Complaints received through email
- Escalating the Complaints received through reminder emails to the concerned higher authority
- Routing the Reminder voice calls from citizen to appropriate official or grievance cells at the ULB level, wherever needed
- Forwarding the complaints received by email concerning areas not covered by UDHD or ULBs to the other respective department officials under copy to the applicant

The list given above is not an exhaustive list of requirements that the CGRC is expected to fulfill, and additions may be made based on actual requirements which may arise from time-to-time.

3.2.2.3 Outbound calling:

Only response calls to the citizens where the CSA is not able to respond immediately or where the call gets dropped due to technical reasons or some additional information is required, CSAs will be allowed to make outbound calls to the citizens. For this purpose, limited outgoing lines will be available, and the system should request an authentication before allowing access to an external line.

3.2.2.4 Specification of required service levels

Key performance indicators (KPIs) will be tracked for the call center, and the service levels will be determined based on the requirement. Few indicators of measurements are response time for answering calls, time in queue, Calls abandonment rate etc. A detailed list of indicators will be prepared which will be based on the standard benchmarks.

3.2.2.5 Infrastructure requirement

- PRI Line (Voice)
- Telephone number (to be provided by UDHD)
- IVR software
- Call logging / Recording software
- Hardware (servers + agent desk)
- Headsets (phone instruments/hands-free)
- IP enabled LA network
- Internet leased line (to be provided by UDHD)

3.2.2.6 CSA's Specifications

- CSAs/MIS Executives (Required 10 in numbers for CGRC & MIS Cell or as per the requirement specified by the UDHD), preferably Graduates with good communication skills, proficient in English & Hindi, good typing speed (English & Hindi – around 40 words/minute) and more than three year experience.
3.2.2.7 Computer Telephony Interface

The vendor must provide the complete integrated CTI application suite with IVRS, CTI screen POP ups and application integration. The CTI application suite at each workstation must have the following features:

- Provides Screen Pop (on answer)
- Calling line information display (Caller number, Number dialed)
- On screen dialing (when enabled)
- Softphone->Onscreenphonecontrol->Answer, hang-up, hold, conference etc.
- Call detail recording, call management software
- Option to record voice
- Clear voice quality

3.2.2.8 Technology requirements

The technology requirement for Grievance Management Application has been detailed out in the next section. The proposed call center technology configuration should meet the following generic requirements -

- All options are fully customizable through menu based provisioning - any voice mail feature or menu may be modified, extended, and/or customized
- Supports mail server form message delivery and retrieval
- Retrieve voicemail, email, and fax from any mail client interface including a browser client.
- Supports e-mail clients for message delivery and retrieval.
- Support for and logically limited menus for voicemail provider applications The system should have Universal Inbox (Desktop):
  - Email, voice mail together in same inbox
  - Caller / sender identified
  - View email on-screen (feature of email server)
  - Listen to voicemail

3.2.2 System components:

- The system is required to provide 99% recording of calls, which is to be preserved for 2 months or such period as per the requirement.
- Tagging of all recordings by CLI, DNI, Agent, and complaint number and up to three user defined tags
- The system should provide for an application that can be invoked by either agents and above, which will allow for search and retrieval of recordings by using any of the tags / parameters like: name, telephone number, complaint number, extension, agent etc.
- The system should have the capability to produce performance review reports on a periodic basis – the formats of these reports should be decided during Transition period
3.2.3 Call routing capabilities required:
- The system will need to support skills-based routing of consumer calls, using a database look-up. Skill based routing may also include language based routing
- Callers will need to be notified of potential wait times based on number of agents, average time in queue, number of calls in queue, and current queue holding time and avg. talktime and after call work time
- System should be able to route calls after checking the status of other queues

3.2.4 E-mail support required:
- Email ACD routing with content analysis and automated and semi-automated responses
- Intelligently and automatically responds to email inquiries or routes inquires with skills-based routing discipline to agents along with suggested responses
- Intelligent distribution of email to CSAs
- Support for standard email clients.
- Delivery of email to agent's POP server account
- Auto-acknowledgement.
- Automated intelligent response based on confidence threshold level.
- Automatic re-queuing of unanswered emails.
- Archival of consumer email and agent response in consumer contact history

3.2.5 E-mail Queuing:
- Designated mailboxes to be assigned to workgroups and queue emails to agents using ACD processing
- Skills to be applied to emails in the same manner as skills are applied to phone calls.
- Using the same interface, agents should accept the emails sent to a workgroup.
- Once an agent accepts an email, they should be able to:
  - View, run, and save attachments sent with the original email. For historical purposes, original attachments should not be deleted or removed.
  - Add attachments, predefined messages, URLs, and filesto the email response
  - Add notes or comments about the email that the internal interaction manager users can view
  - Transfer the email to another user or workgroup
  - Spell check to verify the spelling of the response text
  - Print an email
  - Send an email response

3.2.6 Email Auto-Acknowledgement Capabilities:
Send out an auto acknowledgement when an email is received. The auto acknowledgement text should be customizable.

3.2.7 Interactive Voice Response capabilities:
The IVR system should be capable of handling English and Hindi. Basic enquiries on IVR through online interface with Grievance Management Application would be available for the citizens. Citizens can register their complaint by using IVR. The IVR design environment should be capable of being programmed for changes any technological upgrade and update will be provided by the vendor to UDHD and implemented during the
contract period without any further cost.

3.2.8 Supervision & monitoring capabilities:

Supervisors and above should be able to see a detailed list of agents by team, and view their present status. The system should also provide summary information about at least the following elements:

- Number of agents logged in
- Number of calls being currently handled
- Service levels for the day, week and month
- Longest call waiting
- Number of calls waiting
- Abandoned call percentage for the day, week and month
- Average talk time
- Average wrap uptime
- Average time to answer
- Longest time to answer
- Number of agents on break
- Number of agents idle
- Total number of agents on call

The scope of the overall information being captured and reported will be mutually decided upon by UDHD and the vendor.

3.2.9 Integrated Reporting:

- Real time historical ACD reports.
- Customizable reporting architecture to cover ACD and possibly CRM, if any tool is deployed.
- Graphical reporting capabilities.
- Capability to run reports any network printer should exist including fax in to remote managers.
- Conversion of reports in to html format for accessibility through intranet should exist.

4. Scope of Work for the Vendor

4.1 CGRC & MIS CELL

The broad scope of work for the proposed call center is as follows -

4.1.1 To successfully set up and run CGRC with inbound, outbound and back office capabilities to help attain the objectives of CGRC.

4.1.2 Integration with the in portals of UDHD and ULBs and also other relevant applications e.g. upcoming ULB Level MIS etc. to enable monitoring etc. The specifications of requirement/ features/ functionalities would be provided by UDHD and the bidder will have to comply with the requirement.

4.1.3 Provide extensive online MIS reports to UDHD

4.1.4 As and when a new complaint is received through call/e-mail/FAX/letter, it would be registered in the Grievance Management Application.

4.1.5 Complaints/feedback recorded by using IVR would also be registered in the GMA and registration id
would be sent to the complainant on available contact details.

4.1.6 Adherence to the various labor and statutory regulations in respect of the CSAs and other employees/personnel hired by the vendor for providing services to UDHD will be the responsibility of the Bidder.

4.1.7 The timings of various shifts of CSAs/other personnel will be implemented with the approval of UDHD.

4.1.8 The vendor shall run the CGRC for three years with required number of CSAs and required number of managerial/supervisory/technical staff, as specified by UDHD. The CSAs and managerial/supervisory and technical staff shall be on the payroll of the bidder. Further, all statutory obligations regarding manpower would be the responsibility of the bidder.

4.1.9 The vendor will provide the complete infrastructure for running the CGRC including network, manpower, PCs, Network devices, telephone equipment, cabling, maintenance of equipment, subscriptions to software licenses, Anti-virus etc.

4.1.10 Space to set-up CGRC and telephone numbers from telecom operators providing the said service in the State will be the responsibility of UDHD.

4.1.11 Email management: Bidder should offer email management services as described earlier.

4.1.12 MIS Reports preparation of existing schemes, new schemes and miscellaneous reports as per requirement by MIS Cell.

4.1.13 Monthly Bills of internet and telephone landlines will borne by the UDHD.

4.1.14 Non IT infrastructure such as Furniture and fixture will provide by the UDHD.

4.2 Contingency Expenses

Bidder will understand the applicable and necessary contingency expenses during the execution of project.

4.2.1 HR Expenses – Managing and handling a team of all team members during the execution of project, bidder needs to maintain an HR Professional Staff time to time. They will understand and resolve the employees concerns. This is done at bidder’s own expense.

4.2.2 Managerial Team – Bidder will arrange Managerial team such as Project Directors for next level of escalation. He/she will discuss with UDHD to setup road map for implementation of project and remain in contact during the support of project. This is done at bidder’s own expense.

4.2.3 Technical Team – Bidder will arrange additional technical team such Software Developer, Data base Administrator, Designer during implementation and execution of project. These team members will assist deployed resources at UDHD office for smooth execution of project. This is done at bidder’s own expense.

4.2.4 Support Staff – Bidder will arrange support staff for document movements, Pantry activities, bill payments and other activities at bidder’s own expense.

4.2.5 Transition Pool & Overlaps – Provided the nature of work, there is a high level of attrition in the call center employees, but such transitions are managed by Bidder by providing an overlap period with the new employee at own expense. The company needs to maintain a pool of manpower for such transitions.

4.2.6 Yearly salary increments – As per industry standards, wage revision (enforce by the labor department), will arrange by the Bidder throughout the execution of project. This is done at bidder’s own expense.

4.2.7 Travel- Bidder and his team will regular interact with UDHD officers for discussion and guidance. They will have to travel within city as per need basis. Expense towards this travel, will bear by the bidder. This is done at bidder’s own expense.
4.3 Recurring Expenses

UDHD needs various reports in printed format for regular analysis and monitoring purpose. Bidder will submit the bills of stationary consume to the UDHD every month. UDHD will reimburse the same as per actual bills. The maximum amount limit will not cross Rs 15,000/- month.

4.4 Timeline

The vendor is required to set-up the call center with the required number of personnel within four weeks after the work order is issued to them.

5. Deployment of Resources

The bidder shall deploy the following resource during operation and maintenance of CGRC & MIS Cell i.e.,

<table>
<thead>
<tr>
<th>SrNo</th>
<th>Resource Type</th>
<th>No of Resources</th>
<th>Time</th>
<th>Duration of deployment</th>
<th>Skill Set Required</th>
</tr>
</thead>
</table>
| 1    | Team Leader   | 1               | Full | 36 months              | • Qualification – B.Tech / BE in CSE / IT/ Electronics or MBA (IT)  
• Experience of working as Team Leader / Dy. Team Leader / Manager  
• Project related experience  
• Experience for Running /maintenance of online Grievance Redressalsoftware or MIS Cell |
| 2    | Programmer    | 1               | Full | 36 months              | • Qualification – B.Tech. in CS /IT  
• Experience for development of software  
• Experience for development of software online Grievance Redressal software or MIS software |
| 3    | MIS Expert    | 1               | Full | 36 months              | • Qualification –B.E/ B.Tech. in CS / IT /Electronics/ MBA in IT  
• Experience for business analysis in IT sector  
• Experience for handling of online Grievance Redressalsoftware or MIS software |
| 4    | Civil Engineer| 1               | Full | 36 months              | • Qualification – Graduate in Civil Engineering having 2 years post qualification Experience  
• Experience in construction specially in government projects preferably in Urban areas  
• Experience in online application software or MIS |
| 5    | MIS Executive | 10              | Full | 36 months              | Graduate with 2 years of experience or MBA with 1 Years of experience in customer/citizen handling in a call center/CGRC/MIS cell preference |

The bidders shall submit CVs of one Team Leader, one Programmers, one MIS Expert & one Civil Engineer. Reservation rule is applicable in accordance to GAD 'Sankaip' 13876 dated 3-11-2017.
6. Payment Terms.

Payment under this assignment shall be paid in 36 monthly installment after submission of monthly progress report for each month.

<table>
<thead>
<tr>
<th>Operation &amp; Maintenance of CGRC &amp; MIS Cell</th>
<th>Monthly Report generated through online CGRC &amp; MIS, biometric attendance report of each resource</th>
<th>100 % of Monthly input on the basis of price agreed for based on complete attendance and monthly progress report.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lump-sum Charges for operations &amp; Maintenance of CGRC &amp; MIS Cell</td>
<td></td>
</tr>
</tbody>
</table>

7. Duration of Contract: The duration of contract will be 3 years from date of issue to work order.

8. Extension of Contract

In case of any extension of the contract period, UDHD may take decision on the agreed terms in appropriate time if department is interested subject to performance of the selected bidder with minimum of 10% hike on the agreed amount of last year of operation charge. This extension will go year by year up to 3 years.
SECTION 6: STANDARD CONTRACT
AGREEMENT & CONDITIONS OF CONTRACT
## CONTENTS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
</tr>
</thead>
</table>

### I. CONTRACT FOR CONSULTANT'S SERVICES

### II. GENERAL CONDITIONS OF CONTRACT

#### 1. General Provisions

1.1 Definitions  
1.2 Relation between the Parties  
1.3 Law Governing the Contract  
1.4 Language  
1.5 Headings  
1.6 Notices  
1.7 Location  
1.8 Authority of Member in Charge  
1.9 Authorized Representatives  
1.10 Taxes and Duties

#### 2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract  
2.2 Termination of Contract for Failure to Become Effective  
2.3 Commencement of Services  
2.4 Expiration of Contract  
2.5 Entire Agreement  
2.6 Modification  
2.7 Force Majeure  
2.7.1 Definition  
2.7.2 No Breach of Contract  
2.7.3 Measures to be Taken  
2.7.4 Extension of Time  
2.7.5 Payments  
2.7.6 Consultation  
2.8 Suspension  
2.9 Termination  
2.9.1 By the Employer  
2.9.2 By the Consultants  
2.9.3 Cessation of Rights and Obligations  
2.9.4 Cessation of Services  
2.9.5 Payment upon Termination  
2.9.6 Disputes about Events of Termination

#### 3. Obligations of the Consultants

3.1 General  
3.1.1 Standard of Performance  
3.1.2 Law Governing Services  
3.2 Conflict of Interests  
3.2.1 Consultants not to Benefit from Commissions, discounts etc.  
3.2.2 Consultants and Affiliates not to be otherwise interested in Project  
3.2.3 Prohibition of Conflicting Activities  
3.3 Confidentiality  
3.4 Liability of the Consultants  
3.5 Insurance to be taken out by the Consultants  
3.6 Accounting, Inspection and Auditing
3.7 Consultants’ Actions requiring Employer’s prior Approval
3.8 Reporting Obligations
3.9 Documents prepared by the Consultants to be the Property of the Employer
   Equipment and Materials furnished by the Employer

4. Consultants’ Personnel
   4.1 General
   4.2 Description of Personnel
   4.3 Approval of Personnel
   4.4 Working Hours, Overtime, Leave etc.
   4.5 Removal and/or Replacement of Personnel
   4.6 Resident Project Manager

5. Obligations of the Employer
   5.1 Assistance and Exemptions
   5.2 Access to Land
   5.3 Change in the Applicable Law
   5.4 Services, Facilities and Property of the Employer
   5.5 Payment

6. Payment to the Consultants
   6.1 Cost Estimates; Ceiling Amount
   6.2 Currency of Payment
   6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document
   7.1 General
   7.2 Retention money
   7.3 Penalty
   7.4 Action for deficiency in services

8. Fairness and Good Faith
   8.1 Good Faith
   8.2 Operation of the Contract

9. SETTLEMENT OF DISPUTES
   9.1 Amicable Settlement
   9.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

   Appendix A: Copy of letter of acceptance
   Appendix B: Copy of Bank Guarantee for Performance Security
   Appendix C: Minutes of the Pre-bid meeting
Section 1: FORM OF CONTRACT

CONTRACT FOR: Operationalize and Maintenance of existing ICT Enabled Centralized Grievance Redressal Cell (CGRC) and MIS Cell in Urban Development and Housing Department (UDHD).

1. THIS CONTRACT is made

BETWEEN:  
Urban Development & Housing Department, Govt. of Bihar [hereinafter referred to as “the Client”]

Nodal Officer: Shri Narendra Kumar Singh, Additional Secretary, Urban Development & Housing Department, Govt. of Bihar

AND:
M/s__________[Please insert name of Consultant] (hereinafter referred to as “the Consultant”)

Nodal Officer: [Please insert nodal officer and communication address of the consultant]

2. The Consultant shall start the Services on ______ [please insert date] (“the Start Date”) and shall complete part [A] development of software & integration with e-municipality by ______[please insert date] (“the End Date”) unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed ______[please insert total amount in numbers and words] exclusive of any government tax, if applicable (“the Financial Limit”).

4. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

<table>
<thead>
<tr>
<th>For and on behalf of Client</th>
<th>For and on behalf of Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Witness on behalf of Client</th>
<th>Witness on behalf of Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ..................................</td>
<td>1. ..................................</td>
</tr>
<tr>
<td>2. ..................................</td>
<td>2. ..................................</td>
</tr>
</tbody>
</table>

RFPforselectionofimplementingAgencyforSetting-upandOperationalizeCGRC & MIS CELL
Section 2: GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law.

(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) “GCC” means these General Conditions of Contract;

(e) “Government” means the Government of Bihar;

(f) “currency” means the Indian National Rupee;

(g) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

(i) “Personnel” means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;

(j) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;

(k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;

(m) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

(n) “Third Party” means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(o) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

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

1.3 Language

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

1.4 Heading

The headings shall not limit, alter or affect the meaning of this Contract.
1.5 Notices
1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC.

1.5.2 Notice will be deemed to be effective as specified in the SC. A party may change its address by giving notice to the other Party about the change in the address mentioned as under:

Employer:  
Secretary  
Urban Development & Housing Department  
Govt. of Bihar  
101, 1st Floor, Vikas Bhawan, New Secretariat, Bailey Road, Patna-800015, Bihar

Consultant:  

1.6 Location
The Services shall be performed at such locations as are specified in TOR

1.7 Authority of Member in Charge
In case the Consultants consist of a joint venture of more than one entity, the Members hereby will authorize an entity to act on their behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.8 Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative.

1.9 Taxes and Duties
The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract
This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective
If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services
The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract
Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.
2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or due to the reason beyond the control of consultant.

2.7.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.
2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinafore, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

(d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;

(f) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

(a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Employer fails to comply with any final decision reached as a result of arbitration.
pursuant to Clause 8 hereof.

2.9.3 **Cessation of Rights and Obligations**

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

2.9.4 **Cessation of Services**

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

2.9.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination

ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.6 **Disputes about Events of Termination**

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

3. **OBLIGATIONS OF THE CONSULTANTS**

3.1 **General**

3.1.1 **Standard of Performance**

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

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified by Employer

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within three (3) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer’s business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 Consultants' Actions requiring Employer's prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix B;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in Appendix A/E hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents.

3.10 Equipment and Materials furnished by the Employer

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personnel and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipment and other infrastructure the consultant should quote the rates.

(c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per laws.

4.5 Removal and/or Replacement of Personnel

(a) Once approved by the Employer no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Employer’s written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the consultant.

4.6 Resident Project Manager

The Consultants shall ensure that at all times during the Consultants’ performance of the Services a resident project manager, acceptable to the Employer, shall be in charge of the performance of such Services.

5. OBLIGATION OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

(a) assist the Consultants, Sub consultants and Personnel in arranging work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

(c) facilitate clearance through customs of any property required for the Services;

(d) issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

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

5.3 Change in the Applicable Law
The consultant shall bear all financial implication, if, after the date of this Contract, there is any change in the
Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Employer
The Employer shall make available to the Consultants and the Personnel, for the purposes of the Services and
free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.5 Payment
In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to
the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS
The payment shall be made as per Clause 6 mentioned in TOR. The payment shall be made through A/c payee
cheque, payable at Patna, in Indian Rupees.

6.1 Mode of Billing and Payment
Billing and payments in respect of the Services shall be made as follows:

(a) The Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The
    advance payment will be due after provision by the Consultants to the Employer of a bank
guarantee of any nationalized bank acceptable of value of 10% of total contract value. Such bank
guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form
    as the Employer shall have approved in writing.

(b) Payment Schedule: The Consultant will be paid stage-wise as a percentage of the contract value as per
    the schedule given in Terms of Reference

(c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction
    of the Employer the work pertaining to the preceding stage.

(d) The Employer shall cause the payment of the Consultants in Para 6.1 (b) above as given in schedule
    of payment within thirty (30) days after the receipt by the Employer of bills.

(e) The final payment under this Clause shall be made only after the final report and a final statement,
    identified as such, shall have been submitted by the Consultants and approved as satisfactory by the
    Employer. The Services shall be deemed completed and finally accepted by the Employer and the
    final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90)
    calendar days after receipt of the final report and final statement by the Employer unless the
    Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in
    detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon
    promptly make any necessary corrections, and upon completion of such corrections, the foregoing
    process shall be repeated. Any amount which the Employer has paid or caused to be paid in
    accordance with this Clause in excess of the amounts actually payable in accordance with the
    provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30)
    days after receipt by the Consultants of notice thereof. Any such claim by the Employer for
    reimbursement must be made within twelve (12) calendar months after receipt by the Employer of
    a final report and a final statement approved by the Employer in accordance with the above.
7. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All structural drawings for shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Employer against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Employer shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Retention Money
An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works.

7.3 Penalty

7.3.1 Penalty for Error/Variation
If variation in any of the main quantities of drains, total concrete quantities and reinforcing steel in culverts and cross-drainage works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

7.3.2 Penalty for delay
In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 Action for deficiency in services

7.4.1 Consultants liability towards the Employer
Consultant shall be liable to indemnify the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring
In addition to the penalty as mentioned in Para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.
8. FAIRNESS AND GOOD FAITH

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

8.2 Operation of the Contract
The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement
The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement
Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.
Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions

1.6.1 The addresses are:

For the Client: Secretary
Urban Development & Housing Department, Govt. of Bihar
101, 1st Floor, Vikas Bhawan, New Secretariat, BAILEY ROAD,
PATNA-800015, BIHAR

Nodal Officer:

For the Consultant:

Nodal Officer:

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail or courier, on delivery;

(b) in the case of telegrams, 24 hours following confirmed transmission; and

(c) in the case of facsimiles, 24 hours following confirmed transmission.

2.2 The time period shall be "One month" or such other time period as the parties may agree in writing.

6.3 (a) Deleted

7.1.1 Replaced as follows: The consultant is not responsible for errors in the previous data available in existing CGRC and MIS Cell. However, the consultant is required to correct the data in consultation with the employer's representative.

7.1.2 & 7.1.3 Deleted

7.2 Replaced as follows: An amount equivalent to 10% of the contract value shall be retained by the employer in the form of performance BG valid for a period of 45 days beyond the date of completion of services for performance of the consultant till the completion of contract. The Bank Guarantee will be released by UD&HD after 45 days of completion of contract. The bank guarantee may be forfeited by the employer for unsatisfactory performance and upon termination of contract by the employer.

7.3.1 Deleted

7.4.1 The consultant's liability shall be limited to the amount equal to the contract value.
FORM OF PERFORMANCE SECURITY

Ref: Bank Guarantee: ______________________
Date: ______________________

To,
Principal Secretary
Urban Development & Housing Department
Govt. of Bihar
101, 1st Floor, Vikas Bhawan, New Secretariat,
BAILEY ROAD, PATNA-800015, BIHAR

Dear Sir/Madam,

In consideration of “Principal Secretary, Support Program of Urban Reforms in Bihar” (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 up to ________@ 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 nature 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 up to 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 ___________ 2010 at ____________

(signature)

(Name) __________________________

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No. ____________

Dated ____________ Strike out whichever is not applicable.

WITNESS

(signature)

(Name) __________________________

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

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 State Bank of India or its subsidiaries or any Indian Nationalised Bank
Section 4: TERMS OF REFERENCE

[As per RFP]
Section 5: SCHEDULE OF PRICES

[As per RFP]
Section 6: MINUTES OF CONTRACT NEGOTIATIONS
APPENDICES