

Notice Inviting Proposals for Maintenance of Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms in Bihar (SPUR)



**Urban Development and Housing Department, Govt. of Bihar
1st Floor, Vikas Bhawan, New Secretariat, Patna – 800 015**

(Tel: 0612- 2215580, 2215385; Fax: 2217059, 2231566;
Email: urbansec-bih@nic.in, procurement@spurbihar.in,
Website: <http://urban.bih.nic.in> & <http://spurbihar.in>)



No: SPUR-PMU/170/DEAS Ext-18ULBs/2014-15/129

Date: October 16, 2014

1. The Department for International Development (DFID), Government of United Kingdom, in a six-year partnership with Urban Development and Housing Department (UD & HD), Government of Bihar (GoB) is undertaking "Support Programme for Urban Reforms in Bihar (SPUR)".
2. Project Director, Support Program for Urban Reforms (SPUR) in Bihar, invites proposals from eligible Consultancy Firms for maintaining books of accounts on Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms (SPUR).
3. Appointment of Consultants would be on a cluster-basis for Bhagalpur, Gaya, Muzaffarpur, and Patna. Consultants may apply for one or more than one cluster through common technical proposal and separate financial proposals for each cluster. Bidder is also required to give his order of preference for the group applied which may be considered if one bidder is lowest for more than one cluster. Name of ULBs under these clusters are as under:
 - a. Bhagalpur: Bhagalpur, Munger & Jamalpur
 - b. Gaya: Gaya, Bodhgaya, Aurangabad, Nawada, Sasaram and Dehri
 - c. Patna 1: Khagaul, Danapur, Phulwarisharif and Hajipur
 - d. Muzaffarpur: Muzaffarpur, Darbhanga, Betia, Motihari and Sitamarhi
4. Eligibility Criteria for participating Consultancy Firm:
 - a. The Consultancy Firm (the lead firm) should be registered under any Statute in India and have Service Tax Registration [To provide all Certificate of Registration including certificate of incorporation].
 - b. Consultancy Firm (the lead firm) should have been in operation in India for at least 5 years after registration.
 - c. Consultancy Firm (the lead firm and/or associates separately) should have at least 3 years of experience in working/consulting in the accounting and financial management sector (excluding internal and statutory audit) of ULBs of India or in any State Government or Central Government Undertakings.
 - d. Average annual turnover of the bidder for the last three financial years should be equal to or greater than Rs.25 Lakh. [To provide copies of audited Financial Statements for all the 3 years].
 - e. Association Arrangements and Joint Ventures with other Consultancy firms are permitted for this assignment as under:-
 - i. In case of Association arrangements; the Lead Consultant shall fulfil the eligibility criteria requirement; and
 - ii. In case of Joint Ventures (JV); the total number of JV partners shall not exceed 2 (two) including Lead Consultant. All the JV partners shall individually meet the criteria at 4(a) & (b) and collectively meet eligibility criteria at 4(c) & (d) above.
 - iii. JVs with the same firm shall be treated as a single consultant.
 - f. The Applicant will be declared ineligible if their performance in current/previous assignment with UD&HD/ SPUR/ BUIDCO was found unsatisfactory and
 - g. The consultancy firms/companies/agencies who have already been awarded similar contract for other towns of Bihar under similar assignment during last 6 months shall not be considered for award of assignment for any of the Group of towns specified in para 3 above

Note: Principal Officer of the firm shall give a declaration along with supporting documents for fulfillment of eligibility criteria.

5. 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> or <http://www.spurbihar.in> from **October 20, 2014** onwards.
6. Interested Consultancy Firms may submit their proposals along with a Non-refundable Demand Draft of Rs. 5,000/- (Rupees Five thousand only) drawn in favor of DFID-SPUR, payable at Patna, towards the cost of RFP Document. Consultants are also required to submit Refundable Bid Security of Rs. One Lakh. No proposals will be accepted without cost of RFP document and valid Bid Security. No liability will be accepted for downloading the incomplete document.
7. Sealed Completed Proposals will be received at the address mentioned below on any working day up to 11:00 hours on 9th December, 2014 and Technical Proposal of Bids shall be opened on the same day at 11:30 hours at following Address:
**The Secretary, Urban Development & Housing Department,
Room No. 159, Vikash Bhawan, New Secretariat, Patna – 800 001, Bihar, INDIA
(Tel: 0612- 2215580, 2215385; Fax: 2231566 Email: urbansec-bih@nic.in ,
procurement@spurbihar.in)**
8. A Pre-proposal meeting will take place on November 20th, 2014 at 11.00 Hrs. at #126, Conference Hall, Urban Development & Housing Department, New Secretariat, Vikas Bhawan. All prospective Agencies are advised to go through the RFP Document and communicate their queries, if any, at procurement@spurbihar.in before the pre-proposal meeting
9. 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. The proposals will be evaluated based on the information provided by the Agencies and the evaluation criteria detailed in RFP Document.

**(B. Rajender), IAS
Secretary, UD&HD**

2014

OCTOBER

**Request for Proposal (RFP) for
Selection of Consultants for Maintenance of Books
of accounts on Double Entry Accounting System at
18 Urban Local Bodies of Bihar**

Secretary, UD&HD

C/o Urban Development & Housing Department, Govt. of Bihar

#101, 1st Floor, Vikas Bhawan, Patna – 800 001

Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566

Email: urbansec-bih@nic.in, procurement@spurbihar.in

Website: <http://www.urban.bih.nic.in/>, <http://www.spurbihar.in/>



Urban Development & Housing Department

(Govt. of Bihar)



**Request for Proposal (RFP) for
Selection of Consultants
for
Maintenance of Books of accounts on Double Entry Accounting
System at 18 Urban Local Bodies of Bihar under Support
Programme for Urban Reforms in Bihar (SPUR)**

October – 2014

Secretary, Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, Vikas Bhawan, Patna – 800 001
Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566
Email: urbansec-bih@nic.in, procurement@spurbihar.in
Website: <http://www.urban.bih.nic.in/>, <http://www.spurbihar.in/>

TENDER TITLE: Selection of Consultants for Maintenance of Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms in Bihar (SPUR)

TENDER NO: SPUR-PMU/176/DEAS Ext-18/2014-15/129

CONTRACT PERIOD: 24 MONTHS

DATE OF ISSUE: October 16, 2014

PRE-PROPOSAL MEETING: November 20, 2014 at 11:00hrs

CLOSING DATE: December 9 2014 up to 11:00hrs

Notice Inviting Proposals for for Maintenance of Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms in Bihar (SPUR)



Urban Development and Housing Department, Govt. of Bihar

1st Floor, Vikas Bhawan, New Secretariat, Patna – 800 015

(Tel: 0612- 2215580, 2215385; Fax: 2217059, 2231566; Email: urbansec-bih@nic.in,

procurement@spurbihar.in

Website: <http://urban.bih.nic.in> & <http://spurbihar.in>)



No. SPUR-PMU/170/DEAS Ext-18ULBs/2014-15/129

Date: October 16, 2014

1. The Department for International Development (DFID), Government of United Kingdom, in a six-year partnership with Urban Development and Housing Department (UD & HD), Government of Bihar (GoB) is undertaking "Support Programme for Urban Reforms in Bihar (SPUR)".
2. Project Director, Support Program for Urban Reforms (SPUR) in Bihar, invites proposals from eligible Consultancy Firms for maintaining books of accounts on Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms (SPUR).
3. Appointment of Consultants would be on a cluster-basis for Bhagalpur, Gaya, Muzaffarpur, and Patna 1. Consultants may apply for one or more than one cluster through common technical proposal and separate financial proposals for each cluster. Bidder is also required to give his order of preference for the group applied which may be considered if one bidder is lowest for more than one cluster. Name of ULBs under these clusters are as under:
 - a. Bhagalpur: Bhagalpur, Munger & Jamalpur
 - b. Gaya: Gaya, Bodhgaya, Aurangabad, Nawada Sasaram and Dehri
 - c. Patna 1: Khagaul, Danapur, Phulwarisharif and Hajipur
 - d. Muzaffarpur: Muzaffarpur, Darbhanga, Betia, Motihari and Sitamarhi
4. Eligibility Criteria for participating Consultancy Firm:
 - a. The Consultancy Firm (the lead firm) should be registered under any Statute in India and have Service Tax Registration [To provide all Certificate of Registration including certificate of incorporation].
 - b. Consultancy Firm (the lead firm) should have been in operation in India for at least 5 years after registration.
 - c. Consultancy Firm (the lead firm and/or associates separately) should have at least 3 years of experience in working/consulting in the accounting and financial management sector (excluding internal and statutory audit) of ULBs of India or in any State Government or Central Government Undertakings.
 - d. Average annual turnover of the bidder for the last three financial years should be equal to or greater than Rs.25 Lakh. [To provide copies of audited Financial Statements for all the 3 years].
 - e. Association Arrangements and Joint Ventures with other Consultancy firms are permitted for this assignment as under:-
 - i. In case of Association arrangements; the Lead Consultant shall fulfil the eligibility criteria requirement; and
 - ii. In case of Joint Ventures (JV); the total number of JV partners shall not exceed 2 (two) including Lead Consultant. All the JV partners shall individually meet the criteria at 4(a) & (b) and collectively meet eligibility criteria at 4(c) & (d) above.
 - iii. JVs with the same firm shall be treated as a single consultant.
 - f. The Applicant will be declared ineligible if their performance in current/previous assignment with UD&HD/ SPUR/ BUIDCO was found unsatisfactory and
 - g. The consultancy firms/companies/agencies who have already been awarded similar contract for other towns of Bihar under similar assignment during last 6 months shall not be considered for award of assignment for any of the Group of towns specified in para 3 above

Note: Principal Officer of the firm shall give a declaration along with supporting documents for fulfillment of eligibility criteria.

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> or <http://www.spurbihar.in> from **October 20, 2014 onwards**.

SECTION 1: LETTER OF INVITATION

Section 1 – Letter of invitation

Ref: **SPUR-PMU/ /DEAS Ext-18/2014-15/**

Date:

From:

Project Director

Support Programme for Urban Reforms

#101, 1st Floor, Vikas Bhawan, Patna – 800 001

Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566

Email: urbansec-bih@nic.in, procurement@spurbihar.in

Website: <http://www.spurbihar.in/>

To:

All Prospective Bidders

Attention: Mr/Ms

1. Project Director, SPUR, Bihar invites proposals to provide the following consulting services:

Maintaining books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms (SPUR).

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

3. This RFP is available to all eligible prospective consulting firms.

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

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2-Instructions to Consultants (including Data Sheet). Instructions to Consultants (ITC) should be read with Data Sheet to ITC. If any clause of ITC and Data Sheet to ITC are contradictory, the later shall be applicable.

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Contract Document

6. A Pre-proposal meeting will be held on the date notified in Notice Inviting Request for Proposals wherein all issues/clarifications sought by bidders were discussed and finalized. The deadline for receipt of proposals shall be on the date mentioned Notice Inviting Request for Proposals.

7. SPUR 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,

**(Dr. B. Rajender, IAS) Secretary,
UD&HD**

SECTION 2: INSTRUCTION TO CONSULTANTS

Section 2- INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) "BUDA" means Bihar Urban Development Agency; the State Level Nodal Agency (SLNA) for planning, monitoring and implementation of projects proposed/approved under JNNURM/UIDSSMT.
- (b) "BUIDCo" means Bihar Urban Infrastructure Development Corporation Ltd.; the Executing Agency for execution of capital works of UDHD under JNNURM/UIDSSMT/NGRBA and other State Plan Schemes.
- (c) "Employer" means the UDHD, GoB and includes the executing agency or the implementing agency.
- (d) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (e) "Consultant" means any private or public entity including a Joint Venture/association that will provide the Services to the Client under the Contract.
- (f) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (g) "CQS" means Consultant's Qualification Selection.
- (h) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (i) "Day" means calendar day.
- (j) "DFID" means Department for International Development, Govt. of United Kingdom presently known as UKaid.
- (k) "FBS" means Fixed Budget Selection.
- (l) "Government" means the Government of Bihar.
- (m) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (n) "JNNURM" means Jawaharlal Nehru Urban Renewal Mission with assistance from Govt. of India
- (o) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (p) "LCS" means Least Cost Based Selection.
- (q) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (r) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (s) "Proposal" means a technical proposal or a financial proposal, or both.
- (t) "QBS" means Quality-Based Selection.
- (u) "QCBS" means Quality- and Cost-Based Selection.
- (v) "RFP" means this Request for Proposal.
- (w) "Services" means the work to be performed pursuant to the Contract.

- (x) “SPUR” means the Support Programme for Urban Reforms in Bihar. A Govt. of Bihar Initiative through UDHD with assistance from DFID, UK
- (y) “SSS” means Single Source Selection.
- (z) “Standard Electronic Means” includes facsimile and email transmissions.
- (aa) “Sub-Consultant” means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (ab) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (ac) “UDHD” means Urban Development & Housing Department, Govt. of Bihar.
- (ad) “UIDSSMT” means Urban Infrastructure Development Scheme for Small and Medium Towns with assistance from Govt. of India.
- (ae) “ULB” means Urban Local Body
- (af) “UTAST” means Urban Technical Assistance Support Team for SPUR

1. INTRODUCTION

General

- 1.1 Urban Development & Housing Department (UDHD), 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; power point presentation (if required by employer) and, if selected, attendance at contract negotiations etc.
- 1.4 The UDHD 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 UDHD 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 UDHD. 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 forth below:
 - (i) If a Consultant combines the function of consulting with those of contracting and/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 UDHD 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 UDHD requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the UDHD:
- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means behaviour 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).
 - (iii) 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
 - (iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded in UDHD contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any UDHD 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.

Association Arrangements and Joint Ventures

- 1.9 In case a Consultant intends to be the lead firm in an association with Sub-Consultants, or, if the Consultant is a Joint Venture, each Sub-Consultant and Joint Venture Partner shall be a legal entity.
- 1.10 While preparing the Technical Proposal, Consultants must give particular attention to the following
- (i) For the purpose of submitting a proposal and subject to Para 1.9 above, a Consultant may enhance its expertise for the assignment either by:
 - (a) associating with other firms, in which case the Consultant shall be the lead consultant and shall be solely liable under the Contract; or
 - (b) forming a Joint Venture with other firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.

In the event that the Consultant forms an association or a Joint Venture as described above, the Consultant shall submit a copy of the letter of association or the Joint Venture Agreement, as the case may be, with its Technical Proposal. In the case of a Joint Venture, the Consultant shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation.

Any letter(s) of association, Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant

- (ii) A Consultant cannot add or replace or otherwise change the composition of the Partners described in its Joint Venture Agreement. Such Joint Venture Agreement shall identify the lead or managing Partner.
- (iii) None of the firms or experts proposed in an association or Joint Venture should be the subject of a sanction by the Client Cluster.
- (iv) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position

Proposal Validity

- 1.11 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 Professional staff nominated in the and also the financial proposal unchanged. 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. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation

Participation of Government Employees

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

Bid Security

1.13 Bid Security (Earnest Money Deposit)

- a. The bid security of amount indicated in Data Sheet in favour of “DFID-SPUR” 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 specified in Data Sheet beyond the 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 up to fifteen (15) days prior to the Proposal submission date or up to the scheduled date of Pre-Proposal Meeting 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
- (a) RFP Document Fee and Bid Security
 - (b) the Technical Proposal, and
 - (c) the Financial Proposal
- 3.2 RFP Document Fee as mentioned in Notice Inviting Proposals; and Bid security as mentioned in clause no 1.13 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.

- 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.

Proposal Type Content	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Bio-data Technical Proposal (BTP)
Experience of the firm	(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.	not required.	not required.
General approach and methodology, work plan	maximum fifty (50) pages inclusive of charts and diagrams (Form TECH-4 & TECH-8).	maximum ten (10) pages including charts and diagrams (Form TECH-4 & TECH-8).	maximum one (1) page for work plan. No written methodology to be provided.
Personnel schedule	Form TECH-7	Form TECH-7	Form TECH-7
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).	included as part of general approach and methodology.	not required.
Experts' CVs	maximum of five (5) pages for each expert's CV using Form TECH-6.	maximum of five (5) pages CV for each expert using Form TECH-6.	maximum of five (5) pages CV for each expert using Form TECH-6.

Comments on Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).	not required.	not required.
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-5	Form TECH-5	Form TECH-5

Technical Proposal Content

4.2 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xi) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-8). 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.

Personnel

- (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 should be submitted for each position.** Alternative/Multiple CVs are not permitted and if Consultant proposes Alternative/Multiple CVs; the CVs for respective position will not be considered for evaluation.
- (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) The estimated number of Professional staff-months for the Assignment/job is as shown in the Appendix to Data sheet or in TOR. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (xii) A zero rating will be given to a nominated expert if the expert:
 - (a) has not signed the CV by himself or by authorised signatory of applicant firm; or
 - (b) is a current employee of the executing agency (client).

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-2 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 ensuing Consultant's Contract.
- 5.6 The rates to be quoted shall be in the form FIN 3 given in Section 4 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 initialled 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, tender number and title of assignment, 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.
- 6.6 **Modification/ substitution/ withdrawal of Proposals:** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

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 RFP Document Fee and Bid Security are not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further. Proposals for which a notice of withdrawal in reference to Clause 6.6 has been submitted shall not be opened.

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 ‘Purchase Committee’ (PC) will be responsible for evaluation and ranking of Proposals received.
- 7.5 The PC 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 700 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 5.5(ii) 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 incorporated 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 Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants 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 700 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).
- 7.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 7.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.
- In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 7.10 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 7.11 **Clarifications:** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal and/or seek documentary proof for the facts narrated only in the forms of technical proposals. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- 8.1 At the public opening of Financial Proposals, Consultant's representatives who choose to attend will sign on Attendance Sheet.
- (i) The marks of each Technical Proposal that met the minimum mark of 700 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. The highest ranked bidder based on cumulative technical and financial evaluation ranking in case of QCBS and lowest quoted bidder in case of LCS will be invited for contract negotiations.
- 8.3 Consultants' attendance at the opening of Financial Proposals is optional.
- 8.4 The purchase 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;
 - (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:

$$Sf = 1,000 \times Fm / F$$

where:

Sf is the financial score of the Financial Proposal being evaluated

Fm 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 weight age of **0.80** (or eighty percent) and **0.20** (or Twenty 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 in case of QCBS and with next lowest bidder in case of LCS method. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract.

- 10.2 Technical Negotiations: This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- 10.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score in case of QCBS and second lowest price in case of LCS, to negotiate a Contract.
- 10.4 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate a Contract that they were unsuccessful. When FBS, LCS or QCBS is used, after Contract signature the Client shall return the unopened Financial Proposals to the consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive
- 10.5 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

11. Duration of Assignment

The duration of assignment for satisfactory performance of the services the contract will be the period defined in Data Sheet.

12. Performance Security

The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favour of "DFID-SPUR" payable/en-cashable at Patna, from any nationalised or scheduled commercial Bank in India for an amount equivalent to **10%** (Ten percent) of the total contract value towards Performance Security valid for a period of **Six (6) months** beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any, found during appraisal/approval of DPRs by competent authorities whichever is later.

Section 2: Data Sheet to Instruction to Consultants

Paragraph Reference	
1.1	<p>Name of the Client: Urban Development & Housing Department (UDHD), Govt. of Bihar (GoB)</p> <p>Method of selection: Least Cost Based Selection (LCS) Method</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (in separate envelopes) Name of the assignment is:</p> <p>Maintaining books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms (SPUR).</p> <p>Tender No is: SPUR-PMU/ / DEAS Ext-18/2013-14/ Dated:</p> <p>5. Appointment of Consultants would be on a cluster-basis for Bhagalpur, Gaya, Muzaffarpur, and Patna 1. Consultants may apply for one or more than one cluster through common technical proposal and separate financial proposals for each cluster. Bidder is also required to give his order of preference for the group applied which may be considered if one bidder is lowest for more than one cluster. Name of ULBs under these clusters are as under:</p> <ol style="list-style-type: none"> Bhagalpur: Bhagalpur, Munger & Jamalpur Gaya: Gaya, Bodhgaya, Aurangabad, Nawada Sasaram and Dehri Patna 1: Khagaul, Danapur, Phulwarisharif and Hajipur Muzaffarpur: Muzaffarpur, Darbhanga, Betia, Motihari and Sitamarhi <p>It may be noted that no bidder shall be awarded contract for more than one cluster.</p>
1.5	<p>The Client will provide the following inputs and facilities: As Mentioned in Terms of Reference (ToR)</p>
1.9 & 1.10	<p>Add Clause 1.10.(v):</p> <p>Association Arrangements and Joint Ventures with other Consultancy firms for this assignment are permitted for this assignment.</p>
1.11	<p>Proposals must remain valid for 180 days from the last date of submission.</p>
1.13 (a)	<p>The applicant Consultant is required to deposit, along with its Proposal, a Bid Security equivalent to amount mentioned below (the "Bid Security"), refundable not later than 180 (One Hundred Eighty) days from the Proposal Due Date except in the case of the preferred [lowest/highest] Consultant. The Consultants will have an option to provide Bid Security in the form of a demand draft from any Nationalized/Scheduled/Commercial Bank in India drawn in favour of DFID-SPUR and payable at the Patna, India or a bank guarantee in the prescribed form acceptable to the Authority (Appendix-III), and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Client and the Applicant Consultant from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.</p> <p>The Bid Security (refundable) amount to be submitted in format prescribed at Appendix-III to Data Sheet is INR 1,00,000/- (Rupees One lakh only).</p>

2.1	There shall be a Pre-proposal meeting as under:- Schedule: , 2014 at 11:00AM Venue: #126, 1st Floor, Meeting Hall, Urban Development & Housing Department, Vikas Bhawan, Patna – 800 001 Phone: (0612) 2215580, 2215385 Fax: (0612) 2231566 Email: urbansec-bih@nic.in ; procurement@spurbihar.in Clarifications may be requested not later than 10 days before the submission date.															
2.2	The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultants.															
3.1	Add the following text: The Technical Proposal shall also include documents establishing eligibility criteria as defined in Notice Inviting Proposals.															
4.2 (i)	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP). Technical proposal shall also be in in soft copy (pdf version) in a CD.															
4.2 (x)	(i) If the CV of expert is not signed by himself, it may be signed by the representative of the consultant for the purpose of submission of proposal only. Once the consultant is selected for the assignment and asked for contract negotiation, he shall necessarily submit the CV signed by the expert. The CV of expert neither signed by himself nor by the representative of consultant may not be considered for evaluation. (ii) CVs of all Key Professionals should be in compliance to RFP requirements and prescribed format. The proposed personnel should meet the qualification requirement. CVs of Team Leader and other key professional should be submitted after taking their consent to avoid replacement at later stage.															
5.4	Under this contract the Consultant’s payments are Output and Deliverables Based and Input Based as mentioned in Terms of Reference (ToR). It is expected that consultant will quote its fee considering all requirements for satisfactory performance of the services included in ToR. If the consultant does not consider any															
5.7	Amounts payable by the Client to the Consultant under the contract shall be subjected to deduction of local taxes, if any. The Client will pay Service Tax, on prevailing rates as applicable on the consultancy charges.															
5.8	No alternate financial proposal shall be accepted. In such case the Consultant’s entire proposal (if technically responsive) shall be rejected.															
6.5	Proposals are to be submitted in 2 sets i.e. one original and one copy. Proposals must be submitted no later than the following date and time: , 2014 at 11:00 AM															
7.3	Technical Proposals of eligible bidders shall be evaluated on the basis of following pre-identified criteria: Following Technical criteria that would be considered for selection of preferred bidder:-															
	<table><tr><th>S. No</th><th>Criteria</th><th>Score</th></tr><tr><td>1</td><td>Firms General Experience & Experience in Similar Assignments</td><td>200</td></tr><tr><td>2</td><td>Approach & Methodology for proposed assignment</td><td>150</td></tr><tr><td>3</td><td>Qualification and Experience of Team Leader & Other Key Professionals and skill in Hindi</td><td>650</td></tr><tr><td colspan="2">Total Score</td><td>1000</td></tr></table>	S. No	Criteria	Score	1	Firms General Experience & Experience in Similar Assignments	200	2	Approach & Methodology for proposed assignment	150	3	Qualification and Experience of Team Leader & Other Key Professionals and skill in Hindi	650	Total Score		1000
S. No	Criteria	Score														
1	Firms General Experience & Experience in Similar Assignments	200														
2	Approach & Methodology for proposed assignment	150														
3	Qualification and Experience of Team Leader & Other Key Professionals and skill in Hindi	650														
Total Score		1000														
7.4	The members of the Purchase Committee (SPUR) 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.															
7.5	Narrative Evaluation Criteria and Detailed Marking Scheme is attached at Appendix-I & Appendix- II to Data Sheet															

8.1	Expected date for public opening of Financial Proposals: Will be intimated to all technically responsive bidders through letter/E-mail.
9.0 & 10.0	<p>Least Cost Based Selection (LCS) Method will be adopted for evaluation and award for this assignment.</p> <p>The Steps of method of evaluation for this multi assignment will be as follows:-</p> <ol style="list-style-type: none"> Every firm/agency will submit single technical proposals with different team for all the cluster "applied for" and separate financial proposals for different cluster. Technical proposals will be opened and marking will be done as per evaluation criteria. Financial proposals for all the clusters will be opened for technically qualified bidders/firms which has scored minimum technical mark of 700 out of maximum 1000 points. Lowest Financial Proposal for any cluster will be selected for award of the contract for that particular cluster.
10.1	Expected date for contract negotiations: Will be intimated to preferred bidder through letter/E-mail.
10.5	Expected date for commencement of consulting services: Will be intimated to preferred bidder through letter/email.
11.1	The duration of the assignment shall be Twenty Four months (104 Weeks) and all activities are to be completed in this period.
12	<p>Performance Security: The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favour of "DFID-SPUR" payable/en-cashable at Patna, from any nationalised or scheduled commercial Bank in India for an amount equivalent to 10% (Ten per cent) of the total contract value towards Performance Security valid for a period of Six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any, found during appraisal/approval of DPRs by competent authorities whichever is later.</p>

**NARRATIVE EVALUATION CRITERIA FOR FULL
TECHNICAL PROPOSAL (FTP)**

I. FIRM'S GENERAL EXPERIENCE AND EXPERIENCE IN SIMILAR ASSIGNMENTS (400 Points)

A. General Experience of Firm (100 points)

Criteria: The extent and depth of experience of the firm and its associates in Financial Management Consultancy/ Double Entry Accounting Systems/Auditing etc. in the related sector those are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature.

B. Experience in the state of Bihar or India in implementation of DEAS(100 points)

Criteria: The extent and depth of experience of the firm and its associates in implementation of Double Entry Accounting Systems in municipalities in India and abroad in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature.

II. APPROACH AND METHODOLOGY (150 Points)

A. Understanding of Objectives (50 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

Factors to consider: The three following aspects will be considered: General

understanding	40%
Components coverage	40%
Site visit	20%

Maximum points will be given if all the three aspects are positively judged.

B. Quality of Methodology (50 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

C. Innovativeness/Comments on Terms of Reference (15 points)

Criteria: Suggestions, which could improve the quality of the project.

Factors to consider: Points will be given for workable suggestions proposed. No innovativeness will be given zero points.

D. Work Program (15 points)

Criteria: A work program showing graphical presentation of activities (bar chart) and an organization chart

Factors to consider: Work program will be assessed on logical sequence of events. The organization chart is to be assessed on the consultant's understanding of relationship between the consultant and the relevant ULBs and client cluster.

E. Personnel Schedule (5 points)

Criteria: Relationship between required person-months and proposed work program.

Factors to consider: The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements close to estimated work requirements will be assessed as well as the appropriateness of time allocated to the task to be performed in terms of individual expertise. The balance between field time and home office time and the proposed number of trips will be checked.

F. Counterpart Personnel and Facilities (5 points)

Criteria: Requirement for counterpart personnel, office space, transportation, equipment and services.

Factors to consider: Reasonableness and completeness of requirements and understanding of local conditions will be assessed.

G. Proposal Presentation (10 points)

Criteria: Clarity and ease of assessment of the entire proposal (including material presentation).

Factors to consider if all items requested in the invitation letter are covered in a clear and easily understandable form and the proposal is assembled in a professional manner, maximum points will be given.

III. PERSONNEL (450 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- (i) General experience such as academic qualification and the no. of years of related experience: 20%
- (ii) Project related experience based on the number of relevant projects implemented: 60%
- (iii) Experience for projects funded under Externally Aided Projects funded by DFID, WB, ADB, JICA, KfW, UNICEF, etc. or under any GOI funded project like (JNNURM/UIDSSMT/NGRBA/NRCD/NLCP etc.): 10%
- (iv) For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months, additional: 10%

Cluster-wise Weighted Marks for each Expertise/Personnel:

SN	Designation of Key Experts	Cluster	Nos.	Man-Days	Weighted Marks
1	Team Leader cum Municipal Accounting & Finance Expert (100 marks for Leadership & 100 marks for Expertise)		1	240	200
2	Municipal Accounting Specialist	Patna 1	4	480	450 (112.5 each)
		Gaya	6	480	450 (75 each)
		Bhagalpur	3	480	450 (150 each)
		Muzaffarpur	5	480	450 (90 each)

Appendix-II to Data Sheet
DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Criteria	Weight age (%)	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	100%	200
A	General Experience of Firm		100
(i)	Less than 2 Projects		0
(ii)	Two or more than two but less than 3 Projects		40
(iii)	3 or more than 3 but less than 5 Projects		60
(iv)	5 or more than 5 Projects and/or Prior earlier experience in implementation of DEAS in same cluster		100
B	Experience in the State of Bihar or India in implementation of DEAS		100
(i)	No Similar Projects		0
(ii)	Less than 2 Similar Projects		40
(iii)	Two or more than two but less than 5 Similar Projects		60
(iv)	5 or more than 5 Similar Projects and/or Prior earlier experience in implementation of DEAS in same cluster		100
2	Approach & Methodology for proposed assignment	100%	150
A	Understanding of Objectives		50
	General Understanding (40%)		20
	Components coverage (40%)		20
	Site visit (20%)		10
B	Quality of Methodology		50
C	Innovativeness/Comments on Terms of Reference		15
D	Work Program		15
E	Personnel Schedule		5
F	Counterpart Personnel and Facilities		5
G	Proposal Presentation		10
3	Qualification and Experience of Team Leader & Other Key Professionals	100%	650
A	Team Leader	100%	100
	Leadership Experience with sound knowledge of Hindi		
(i)	1 to 2 Completed Projects		50
(ii)	3 to 5 Completed Projects		75
(iii)	More than 5 Completed Projects		100
	Municipal Accounting & Finance with sound knowledge of Hindi	100%	100
(i)	General experience such as academic qualification and the number of years of related experience (as per ToR)		20
(ii)	Project related experience based on the number of relevant projects implemented		50

(iii)	Experience for projects funded under Externally Aided Projects funded by DFID, WB, ADB, JICA, KfW, UNICEF, etc. or under any GOI funded project like (JNNURM/ UIDSSMT/ NGRBA/ NRCD/ NLCP etc.)		10
(iv)	Experience in implementation of DEAS in ULBs under SPUR		10
(v)	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months		10
E	Municipal Accounting Specialist : 450 with Sound knowledge of Hindi	100%	
(i)	General experience such as academic qualification and the number of years of experience (as per ToR) in conversion to DEAS in ULBs and/or Govt. undertakings	20	
(ii)	Project related experience based on the number of relevant projects implemented related to conversion to DEAS in ULBs and/or Govt. undertakings	50	
(iii)	Experience for projects funded under Externally Aided Projects funded by DFID, WB, ADB, JICA, KfW, UNICEF, etc. or under any GOI funded project like (JNNURM/ UIDSSMT/ NGRBA/ NRCD/ NLCP etc.)	10	
(iv)	Experience in implementation of DEAS in ULBs under SPUR	10	
(v)	For assessing full time permanent employment the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months	10	

Note 1: Consultants are requested to note that in order to ensure consistency in evaluations following rating table will be used by Evaluation Team for evaluation of parameters at 2: Approach & Methodology for proposed assignment and 3: Qualification of Team Leader & Other Key Professionals as mentioned in Data Sheet and Appendix-1 & 2.

Excellent	100%	The proposal and or key personnel proposed substantially exceed the sub-criteria requirements.
Very Good	90%	The proposal and or key personnel exceed the sub-criteria requirements.
Above Average	80%	The proposal and or key personnel fully meet the sub-criteria requirements.
Average	70%	The proposal and or key personnel adequately meet the sub-criteria requirements, but there are minor deficiencies.
Below Average	50%	The proposal and or key personnel have significant deficiencies against the sub-criteria requirements that will probably impact negatively on the implementation of the assignment.
Non-Complying	0%	The proposal and or key personnel either do not comply with the Sub-criteria requirements or does not provide enough information to allow a higher rating. For example, nominating an expert who is a current employee of the client is non-complying.

Note 2: Experience of Team Leader and other key personnel shall be evaluated as under:

100%	Ten or more than 10 Projects
90%	Eight or more than eight but less than 10 Projects
80%	Four or more than four but less than 8 Projects
70%	Two or more than two but less than 4 Projects
50%	Less than 2 Projects
0%	No Experience

Bid Security Form (Bank Guarantee)

(BanksName, and Address ofIssuingBranch or Office)

Beneficiary: _____ *(name and address of Employer)*

Date: _____

Bid Guarantee No.: _____

Whereas 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 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 (NIP)/ Invitation for Bid (IFB) No. _____ *(Insert NIT/NIP/IFB number as per publication in newspaper 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 (hereinafter "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 of 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. 758.

_____ *Bank's seal and authorized signature(s)* _____

SECTION 3: TECHNICAL FORMS

[Location, Date]

To:

Secretary

Urban Development & Housing Department, Govt. of Bihar Vikas
Bhawan, Patna – 800 001

Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566

Email: urbansec-bih@nic.in, procurement@spurbihar.in

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting 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 without entering in association with/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.

Or (strike-off whichever is not applicable)

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or sub-Consultant]. Attached is the following documentation: [letter(s) of association or Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]

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 consulting services related to the assignment not later than the date indicated in the Data Sheet (Please indicate date).

We undertake that we have not taken any action which is or constitutes a corrupt or fraudulent practice; and 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.

We undertake that the information and documents provided in the technical proposal are true and have not been altered. If any information/ document are found false or altered, the employer may take suitable action against the consultant.

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

FORMTECH-2A: Consultant's Organization

[Provide here a brief (two 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]

Name of the Consultant (Lead Consultant in case of JV or Association Arrangement:	
Name of the Sub-consultant under JV or Association Arrangement:	
Address of Registered Office of Lead Consultant:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover* in last three years (` in Lakhs) FY 20X3-X4: FY 20X2-X3: FY 20X1-X2: Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net worth of Agency (Positive/ Negative):	
Current Contract Commitments: (` in Lakhs)	
Working Capital: (` in Lakhs)	
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years: - Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
Any Other Relevant Details:	

Separate sheets for all Sub-consultants/ Partners under Association Arrangement/JV

FORM TECH-2B: 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.]

Assignment name:	Approx. value of the contract (in current `):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any for the assignment:	
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

**(Copy of work order & completion certificate from Employer should be furnished)*

Firm's Name: ____

Signature of Authorized Representative:

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

FORM TECH-3A: 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.
- .
- .

FORM TECH-3B: On Counterpart Staff and Facilities [For Full Technical Proposals Only]

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

- 1.
- 2.
- 3.
- .
- .

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 problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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

c) Organization and 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 shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants. For joint ventures, you must attach a copy of the joint venture agreement.]

FORMTECH-5: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION
Team Leader and Key Professionals

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (full-time ¹ /other)	Education/Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

¹ Personnel will be considered full time if he is working with the consultant on payroll for minimum 12 months as on date of submission of bid

Support Staff

S. No	Surname, Name	Position	Task Assignment

FORMTECH-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. Proposed Position [only one candidate shall be nominated for each position]: _____
2. Name of Firm [Insert name of firm proposing the expert]: _____
3. Name of Expert [Insert full name]: _____
4. Date of Birth: _____ Citizenship: _____
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]: _____
6. Membership of Professional Associations: _____
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: _____
8. 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: _____

11A. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	11B. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among 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/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 Proposal.

- (vi) 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]¹

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.

No.	Name of Expert / Position	Professional Expert input (in the form of a bar chart)													Total person-months input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total
Expert																	
1		[Home] [Field]															
2																	
3																	
n																	
										Subtotal							
Support staff																	
1		[Home] [Field]															
2																	
n																	
										Subtotal							
										Total							

- ¹ Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.
- ² Field work means work carried out at project/ULB office or in the project area.
- ³ Home input is allowed up to 50% of total input for Team Leader & Chartered Valour. In case of other professionals home input is not allowed.
-  Full time input
-  Part time input

[illegible]

1 Indicate all main activities of the assignment, including delivery of reports/ deliverables as per Terms of Reference & Scope of Work (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 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 Para5 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. Financial Proposals needs to be submitted cluster wise for the clusters applied.

[Location, Date]

To:

Secretary
Urban Development & Housing Department, Govt. of Bihar Vikas
Bhawan, Patna – 800 001
Phone: (0612) 2215580, 2205101, 2215385 Fax: (0612) 2223059, 2231566
Email: urbansec-bih@nic.in, procurement@spurbihar.in

Dear Sir /Madam:

We, the undersigned, offer to provide the consulting services for **[Maintenance of Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms in Bihar (SPUR)]** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.11 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.

Project Title: Maintenance of Books of accounts on Double Entry Accounting System at 18 Urban Local Bodies of Bihar under Support Programme for Urban Reforms in Bihar (SPUR)

FIN 2A: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Maintenance of Double Entry Accounting System in 3 ULBs of Bhagalpur Cluster

Maintenance of Double Entry Accounting System in ULBs of Bhagalpur Cluster								
Sl. No	Name of ULB	Position	Employment Status	Input Days	Rate (INR)	Total Input Cost	Out of Pocket Expenses	Total Cost
A	B	C	D	E	F	G=E*F	H	I=G+H
1	Bhagalpur	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (1)						
2	Munger	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (2)						
3	Jamalpur	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (3)						
Grand Total								
Add: Service Tax as per prevailing rates								
Total Consultancy fee including Service Tax								

FIN 2B: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Maintenance of Double Entry Accounting System in 6 ULBs of Gaya Cluster

Maintenance of Double Entry Accounting System in 18 ULBs of Bihar

Sl. No	Name of ULB	Position	Employment Status	Input Days	Rate (INR)	Total Input Cost	Out of Pocket Expenses	Total Cost
A	B	C	D	E	F	G=E*F	H	I=G+H
1	Gaya	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (1)						
2	Bodhgaya	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (2)						
3	Aurangabad	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (3)						
4	Nawada	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (4)						
5	Sasaram	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (5)						
6	Dehri	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (6)						
Grand Total								

Add: Service Tax as per prevailing rates

Total Consultancy fee including Service Tax

FIN 2C: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

**Maintenance of Double Entry Accounting System in 4 ULBs of Patna
1Cluster**

Sl. No	Name of ULB	Position	Employment Status	Input Days	Rate (INR)	Total Input Cost	Out of Pocket Expenses	Total Cost
A	B	C	D	E	F	G=E*F	H	I=G+H
1	Khagaul	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (1)						
2	Phulwarisharif	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (2)						
3	Danapur	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (3)						
4	Hajipur	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (4)						
Grand Total								
Add: Service Tax as per prevailing rates								
Total Consultancy fee including Service Tax								

FIN 2D: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Maintenance of Double Entry Accounting System in 5 ULBs of Muzaffarpur Cluster

Sl. No	Name of ULB	Position	Employment Status	Input Days	Rate (INR)	Total Input Cost	Out of Pocket	Total Cost
--------	-------------	----------	-------------------	------------	------------	------------------	---------------	------------

Maintenance of Double Entry Accounting System in 18 ULBs of Bihar

A	B	C	D	E	F	G=E*F	Expenses H	I=G+H
1	Muzaffarpur	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (1)						
2	Darbhanga	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (2)						
3	Sitamarhi	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (3)						
4	Bettia	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (4)						
5	Motihari	Team Leader						
		CA+1 Yr Experience						
		B Com+3 Yrs Experience						
		Sub Total (5)						
Grand Total								
Add: Service Tax as per prevailing rates								
Total Consultancy fee including Service Tax								

Note:

(i) While quoting financial offers, applicant firms are requested to Clause 5.4 of Data Sheet to

Instruction to Consultants under Section 2 and Clause 11 (v) of Terms of Reference under Section 5 of RFP Document.

- (ii) During Evaluation of Financial proposals, the quoted Consultancy excluding service tax shall be considered.***
- (iii) The client shall pay the Consultant, the Service Tax, on prevailing rates as applicable on the consultancy charges***

APPENDIX

Instructions for Preparing Financial Proposal Forms FIN-2A, 2B, 2C & 2D

1. It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in the Data Sheet.
2. Forms FIN-1 and FIN 2A, 2B, 2C or 2D must be completed and submitted to the Client in hard copy only, strictly in accordance with the instructions. In case consultant does not quote for any particular ULB of a Cluster it would be deemed that he shall provide free of cost services for that ULB
- 3. Form FIN-1 :** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4. Form FIN-2A, 2B, 2C & 2D :** Provide a summary of the elements of estimated costs for implementation of the proposed Consultant services.
 - i) The purpose of these Forms are to identify the monthly billing rates for each expert to be fielded by the Consultant as part of its proposed team of experts.
 - ii) The following details shall be shown for each expert:
 - a. Expert's Position
 - b. Employment status

*Regular full-time (FT)⁵ - employee of the Consultant or the Sub-Consultant.

*Other source (OS) - an expert being provided by another source which is not a Consultant or a Sub-Consultant.

*Independent expert (IP) - independent, self-employed expert.

- c. Nominated position; same as that shown on personnel schedule
- d. Citizenship
- e. Date of Birth
- f. Currency; currency is to be paid in Indian Rupees.
- g. Field rate; remuneration rate when the expert is working outside the expert's home country.
- h. Months; number of months input to match that shown on the personnel schedule

iii) Support Staff is also included in this form.

⁵ A regular full-time employee of the Consultant or the Sub-Consultant is defined as a person who, on the date of submission of the Consultant's Proposal

- (a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;
- (b) has been employed by the Consultant or the Sub-Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;
- (c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant or the Sub-Consultant; and
- (d) is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned

SECTION 5: TERMS OF REFERENCE

Terms of Reference

Appointment of Consultancy Firms for Maintenance of Double Entry Accounting System in 18 ULBs of Bihar under SPUR.

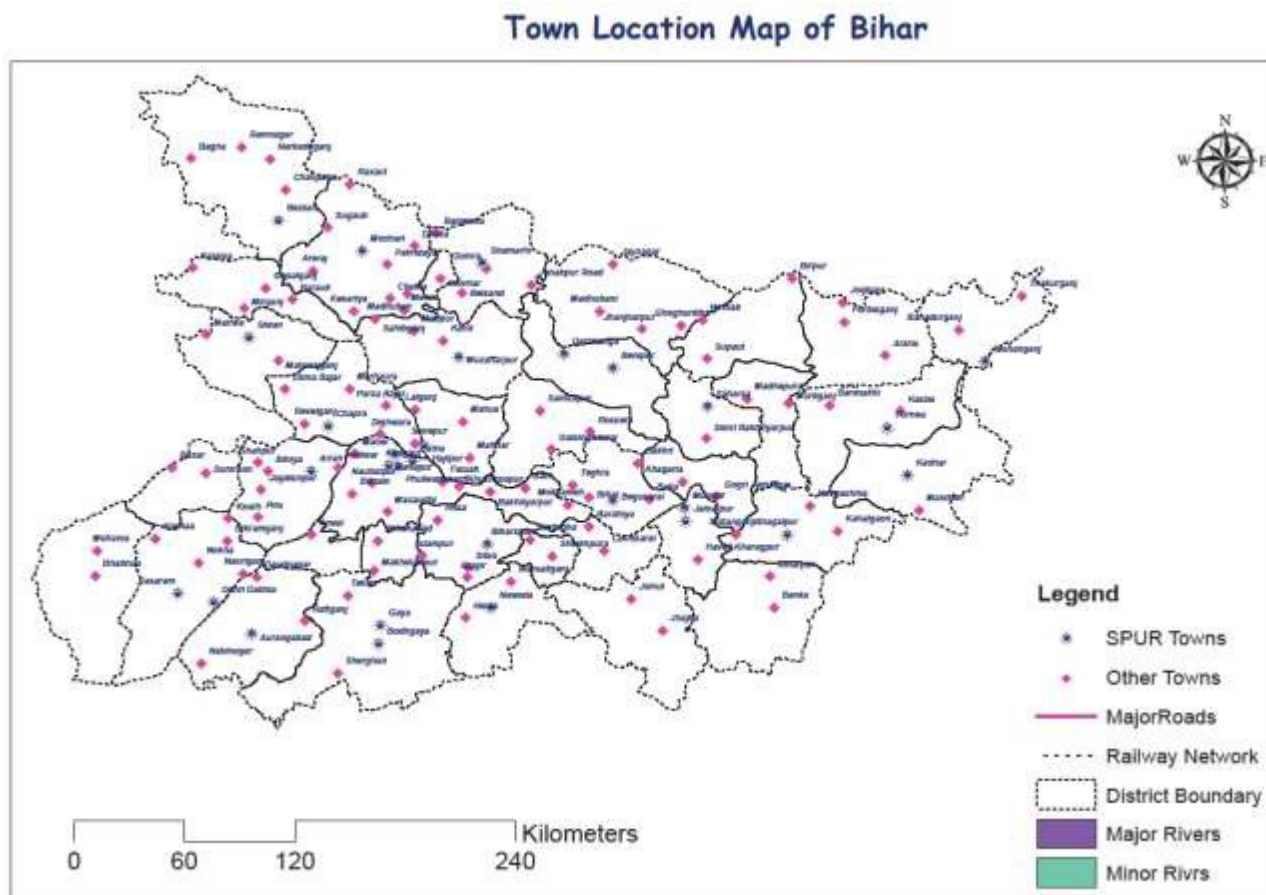
Background

1. The 74th Constitutional Amendment Act, 1992 (CAA) gave constitutional status to ULBs in India and empowered them to function as local self-governments to provide good urban governance. One of the many facets of improved good urban governance is maintaining of complete set of accounting records to ensure accountability and transparency in all government functions. This necessitates all ULB to convert their existing accounting and financial management system to such methods, which have wide acceptance.
2. In terms of the 12th Finance Commission (TFC) recommendations and the Guidelines issued by the Ministry of Finance, Government of India (GoI), there was a suggestion for accrual based accounting for all ULBs across India.
3. In 2001, the Honorable Supreme Court indicated that all ULBs must convert their existing system of accounting in to double entry accounting system (DEAS) following accrual-based methods.
4. Also ,as per the 13th FC Recommendations, the State Government must put in place a supplement to the budget documents for local bodies (separately for PRIs and ULBs) furnishing the details (other than those relating to Finance Accounts) as indicated in Para 10.118. The State department should require urban local bodies to maintain accounts as provided in Para 10.116. *[Para 10.116 provides that “the states should implement in all urban local bodies an accounting framework consistent with the accounting format and codification pattern suggested in the National Municipal Accounts Manual.]***In this context, a certification is needed from State Government indicating that accounting system as per National Municipal Accounting Manual (NMAM) has been introduced in all ULBs.**

Situation Assessment

5. Support Programme for Urban Reforms (SPUR) in Bihar is a six years’ partnership programme between the Government of Bihar and the Department for International Development (DFID), Government of UK. The goal of the programme is to enable urban areas in Bihar to become catalysts of economic growth and to increase the rate of poverty reduction by 2014. For the purpose, 29 ULBs under SPUR would receive technical assistance in respect of physical verification of all municipal assets (moving and non-moving), listing, accounting valuation of all assets, and preparation of comprehensive fixed assets register. In addition, there would be support to complete the process of implementation of DEAS and provide comprehensive handholding and training, especially on the job training to the ULB staff so that the new accounting system is sustainable in the future. The activities under SPUR are under progress.

6. The town map of the state of Bihar:



7. The Bihar Municipal Act, 2007 (hereinafter referred to as the “Act”) governs all ULBs of Bihar except Cantonment Boards. Section 86 of the Act specifies that the ULB would maintain accounts of receipts and expenditure in such form as prescribed. Section 87 of the Act prescribed that the State Government would prepare and maintain an accounting manual. The UD&HD prepared the state level accounting manual under the title, “Bihar Municipal Accounting Manual” (BMAM). The manual adopts the principles and policies suggested by National Municipal Accounting Manual developed by Ministry of Urban Development, Govt. of India. All ULBs of Bihar would now follow the accounting framework as recommended in the BMAM.
8. UD&HD has also replaced the old accounting rules of 1928 with Bihar Municipal Accounting Rules 2014 which is based on the accrual based double entry accounting system.
9. Consultants were selected for implementation of double entry accounting system in selected ULBs for migration to accrual based DEAS effective April 01, 2008 ; accordingly **the consultants had prepared Opening Balance Sheet as on April 01, 2008**. Consultants have already carried out physical verification of all municipal assets (moving and non-moving), listing, valuation thereof and a comprehensive Fixed Assets Register(FAR) was prepared. They were also required to prepare fund based financial statements for the financial year 2008-09, 2009-10, 2010-11 and 2011-12 and provide comprehensive handholding and training, especially on the job training to the ULB staff so that the

new accounting system is sustainable in the future. The status of the progress activities is provided as Annexure-1.

10. UD&HD is desirous to get the accounts of ULBs up-to-date on the basis of accrual based double entry accounting system and get the financial statements prepared by a Chartered Accountant until FY 2015-16.

Assignment Objectives

11. Overall Objective: The overall objective as envisaged under this ToR is to carry on the accrual- based Double Entry Accounting System and certain good practices of financial management in the identified ULBs of Bihar on updated basis and until end of FY 2015-16 . This would ensure that the financial transactions of these ULBs shall be in the formats prescribed under BMAR, 2014 and BMAM using accrual-based DEAS. The broad aim of the assignment is to sustain the accrual-based DEAS, asset accounting including inventory management and prepare financial statements as per provisions of the BMAR; and to promote accountability of use of public funds, provide data for sound and economic financial management practices.
12. Specific Objectives: The specific objectives of the assignment includes
 - (a) Continuation of accrual-based DEAS in Tally or in E Municipality software if made available for the accounting period under the assignment.
 - (b) To ensure basic good practices of financial management like adopting rational approach for budgeting, cash/funds management, receivables and payables management, expenditure management, and implementing the required MIS structure;
 - (c) Given that Annual Financial statements are available upto FY 11-12, comply with the requirements of Bihar Municipal Accounting Rules (BMAR), 2014 regarding maintenance of books of accounts and preparation of financial statements including annual budget, if required for FY 2012-13, FY 2013-14, FY 2014-15 & FY 15-16 and
 - (d) Support identified ULBs in getting the finalized accounts audited.

Scope of Work

13. UD&HD expects that the consultant for this assignment to accomplish:
 - a. Rapid assessment of the existing finance & accounting systems and review on-going initiatives in ULBs and identify the gaps/deviation from Bihar Municipal Accounting Rules, 2014.
 - b. Updating of fixed assets register and prepare the comprehensive register for each of the financial year under the assignment after FY 11-12.
 - c. Incorporation of the assets, if any, left by the erstwhile consulting firm, valuation thereof and revision of FAR accordingly. The valuation of assets shall be as per the prescribed guidelines prescribed under Model National Municipal Asset Valuation Methodology Manual, January 2009 as issued by Ministry of Urban development, Government of India and as per the BMAM guidelines.
 - d. Prepare an update subsidiary cash books, grant register, scheme registers, loan

- register, deposit register, Property tax receivables register, account payable, if not prepared by the ULB, for the period starting from 01.04. 2014.
- e. Compile all needed information required for State and Central Finance Commission and UD&HD &CMO of the ULBs under its jurisdiction;
 - f. Provide data back- up (in Tally or excel) for Migration of existing data into E Municipality and updation of accounting transactions in E Municipality. Migration shall not be the responsibility of the consultant; but they need to review whether the migration is done accurately whether compromising with the integrity of data.
 - g. Maintain and update records for effective delivery of their role and functions related to following areas of all accounting years ending on 31st March, 2016:
 - i. Maintaining all accounting ledgers, registers and formats as per BMAM and Bihar Municipal Accounts Rules, in tally/e-municipality, as applicable;
 - ii. Supporting ULB' s management in implementation of SAS (filing of PT Returns based on Self - Assessment system & their updation as well as all received PT amount in Property Tax Software and reconciliation of PT Receivable Ledgers in Accounts with corresponding figures in PT software) and provide training to ULB's staff for implementation of self -assessment system of property tax;
 - iii. Maintaining general provident fund ledgers of employees;
 - iv. Maintaining work ledgers including treatment of income tax, sales tax, royalties, and others; and
 - v. Preparation of Bank Reconciliation Statements, Advance and Deposit Registers;
 - vi. Assist in the reconciliation of amounts receivables/recoverable (on account of license fees, interest on deposits, loans and advances etc.) and amounts payable to supplier, contractors, employees (excluding actuarial valuation of terminal liabilities) etc. and obtaining confirmation of balances;
 - vii. Addressing the audit paras pertaining to each ULB through preparing Audit Action List and documenting procedures so as to eliminate possibility of future recurrence of such audit paras;
 - viii. Assist in reconciling the investments in fixed deposits, shares, etc. and determine the amount of accrued interest. Obtain balance confirmation from institutions holding deposits on behalf of the ULB;
 - ix. Assessment of Capital Work in Progress and contingent liabilities;
 - x. Identification of pre-paid expenses, outstanding expenses, outstanding income and any income which is received in advance;
 - xi. Identification of any grant received for specific projects, and the work done till date; pending balance if any.
 - xii. Provide handholding support and assistance to sustain the new accounting system including asset accounting and inventory management, and provide necessary 'on site' professional support in maintaining various books of accounts prescribed under the BMAM;
 - xiii. Assist in implementing and preparation of budgets (including outcome

budgeting) for FY 2015-16 & FY 16-17 following Bihar Municipal Budget Manual;

- xiv. Receivables and payables management concerning improved collection of dues and timely payments of contractors/suppliers;
- xv. Assist ULBs in implementing provisions of Municipalities Disclosures Act, 2008 in respect of Budgets and Financial Statements prepared by ULBs;
- xvi. Assist ULBs in getting completed Financial statements audited by external auditors, if any;
- xvii. Assist ULBs in respect of smooth functioning of Audit/Account committee formed at each ULB;
- xviii. Assist in implementing the MIS structure (as designed by the GoB) and ensuring regular updates to the MIS, so that GoB can receive correct and timely information from ULBs.

Results, Deliverables and Outputs

- 14.** Identification & valuation of any tangible and intangible fixed assets which could not be noticed by the erstwhile consultants, acquired thereafter and updation of Fixed Assets Register.
- 15.** Prepare and update subsidiary cash books, grant register, scheme registers, loan register, deposit register, Property Tax Receivables register & Account payable Register, if not prepared by the ULB, for the period starting from 01.04. 2014.
- 16.** Compile year-end financial statements for the FY 2012-13, 2013-14, 2014-15 & FY 2015-16 for all the ULBs under the cluster. Annual financial statements are to be prepared for above specified Fiscal Years but quarterly financial statements consisting of Income Statement and Quarterly Variance Report as per format in the BMAR 2013 are to be prepared only for FY 14-15 & FY 15-16, which should be precise and abridged. There is no need to include detailed annexures for Income Statement.
- 17.** The Consultant would also be responsible for collating information (accounting and MIS) at ULBs level, if required by UD&HD, SPUR or ULB.
- 18.** The consultant shall support in audit – internal as well as external conducted during the period of assignment. Any audit observations against the financial statements compiled by the consultant, whether during the assignment period or thereafter, shall be dealt with/resolved by the consultant.

19. Outputs and deliverables for Consultant as below:

Report	Due Date	Contents
Inception Report	Within 8 weeks of commencement of the assignment	As-Is situation of ULBs, a comprehensive scope assessment report including training plan for the whole assignment period. Only one inception report with separate section on each ULB
Updated Fixed Assets Register as at the end of each financial year i.e. FY 2012-13, 2013-14, 2014-15 & FY 2015-16.	In the Inception report consultant has to give a specific date for each ULB (within overall limit of 24 months from the commencement of the assignment)	As prescribed in the BMAR
Grant Register, Loan Register, Receivables including Property Tax Receivables Register and Payable register for the FY 2014-15 and onward.		As per requirement understood by the consultant and advised/approved by the UTAAT
Quarterly Financial Statements	For the FY 2014-15 within 9 Months from the commencement of the assignment. For FY 2015-16 within 60 days of the end of each quarter.	As prescribed in the BMAR
Annual Financial Statement for the financial years		As prescribed in the BMAR

Note: All reports must be submitted in both print and electronic version to the concerned ULBs, UD&HD and SPUR. Printed copies shall be sent only after electronic version is approved. Evidence for submission of these reports to respective ULBs must be annexed with the copy submitted to UD&HD & SPUR.

Expertise and Inputs Requirement

20. The assignment is output based and for 24 months - extendable based on performance and mutual agreement.
21. The expected requirement of inputs for the period of assignment would be as below:

Position	Qualifications, Skills and Experience	Number of Experts	Total Expected Input in Man-days
Team Leader and Municipal Accountant / Finance Expert	Chartered Accountant / Cost & Management Accountant/ IA&AS with at least 10 years of experience; Must have completed at least 3 assignment in conversion to DEAS with ULB . Fluent in Hindi and English ; Proficiency in use of Tally [For Team Leadership, the expert must possess leadership qualities and must have been a team leader /Dy. Team Leader in at least three similar project]	One	240
Municipal Accounting Specialist	Chartered Accountant / Cost Accountant/ IA&AS with at least 1 year of experience; Fluent in Hindi and English Must have worked in at least 1 assignment in conversion to DEAS with ULB and/or govt. undertaking ; Proficiency in use of Tally	One Position for each ULB	480 days for each expert.
Municipal Accounts Assistant(CVs not required at proposal stage)	CA Inter/B Com (completed 3 years of article-ship)	Adequate Numbers for each ULB	
Support Staff (CVs not required at proposal stage)	Graduate – preferably CA trainees (Article Clerks) ; Data Entry clerks and Surveyors with reasonable Experience	Adequate Numbers for each ULB	

Responsibilities

- 22.** The ULB will be responsible to provide to the Consultant:
- Working space, all necessary information and data required for preparation of financial statements;
 - Access to all books, registers, and records during office hours and permission to take notes and photocopies under the signature of the Accounts Officer or CMO;
 - Records for accounting are expected to be provided by each ULB on next working day for the previous day;
- 23.** Consultant will be responsible to:
- Arrange its own communication facilities (including laptops and internet facilities) and equipment necessary for the assignment;

- b. Arrange the power for use of laptop and/or desktops
- c. Arrange all staff including staff for data entry and validation using Tally;
- d. Arrange for all transportation and travelling required for the assignment;
- e. Maintain and update books of accounts based on daily basis; Monthly Trial Balance at the end of each month is to be remitted to SPUR by 10th of succeeding month;
- f. Arrange for all stay, lodging, boarding, and food arrangements.

Payment Schedule

- 24.** This is an input and output based Contract. All payments shall be allocated on pro-rata basis using total number of ULBs. The Consultant appointed for the project would approve all reports and timesheets.

The contract value shall be paid in 8 quarterly instalments based on the quarterly progress report which includes time sheet of experts along with the deliverables as under:

Quarter 1:

- Submission & Approval of Inception Report

Quarter 2:

- Submission of updated Fixed Asset Register as of 31st March, 2013
- Submission of draft AFS for the period ending on 31st March, 2013

Quarter 3:

- Submission of Final AFS for the period ending on 31st March, 2013
- Submission of updated Fixed Asset Register as of 31st March, 2014
- Submission of draft AFS for the period ending on 31st March, 2014

Quarter 4:

- Submission of Final AFS for the period ending on 31st March, 2014
- Submission of updated Fixed Asset Register as of 31st March, 2015
- Submission of final AFS for the period ending on 31st March, 2015

Quarter 5:

- Submission of for FY 2014-15
 - Grant register
 - Loan & Advance register
 - Compilation of PF Register
 - Compilation of audit observations

Quarter 6:

- Submission of for FY 2015-16
 - Grant register
 - Loan & Advance register
 - Compilation of PF Register
 - Compilation of audit observations

Quarter 7:

- Submission of Property Tax Receivable Register in Format prescribed in BMAR, 2014 (Only soft copy-excel & pdf is required) as of 31st March, 2016
- Submission of updated Fixed Asset Register as of 31st March, 2016
- Submission of Draft AFS for the period ending on 31st March, 2016

Quarter 8:

- Submission of Final AFS for the period ending on 31st March, 2016

14. Project Reviews

The performance of the Consultant will be reviewed by UDHD and UTASt at regular intervals. Based on the reviews, the UDHD/UTAST will suggest the Consultant for the measures to improve the performance in the execution of project component. Before proceeding for next stage there shall be a detailed review of the Consultant's work performance in the previous stages. The proceedings for suspension / termination of Contract shall be as per provisions of General Conditions of Contract under Section-2 of the Contract Agreement.

Annexure A: List of ULBs and other Details

			Status of Double Entry Accounting System					
Sr. No.	Cluster		FAR	AFS for FY 2008-09	AFS for FY 2009-10	AFS for FY 2010-11	AFS for FY 2011-12	Entry in Tally is up-to-date
1	Patna-1	Khagul Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
2		Danapur Nagar Parishad	Yes	Yes	Yes	Yes	Yes	
3		Phulwarisharif Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
4		Hajipur Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
5	Bhagalpur	Bhagalpur Nagar Nigam	Yes	Yes	Yes	Yes	Yes	Yes
6		Jamalpur Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
7		Munger Nagar Nigam	Yes	Yes	Yes	Yes	Yes	Yes
8	Gaya	Gaya Nagar Nigam	Yes	Yes	Yes	Yes	Yes	Yes
9		Aurangabad Nagar Parishad	Yes	Yes	Yes	Yes	Yes	
10		Nawada Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
11		Sasaram Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
12		Dehri Nagar Parishad	Yes	Yes	Yes	Yes	Yes	
13		Bodhgaya Nagar Panchayat	Yes	Yes	Yes	Yes	Yes	Yes
14	Muzaffarpur	Muzaffarpur Nagar Nigam	Yes					Yes
15		Darbhanga Nagar Nigam	Yes					Yes
16		Sitamarhi Nagar Parishad	Yes	Yes	Yes	Yes	Yes	Yes
17		Motihari Nagar Parishad	Yes					
18		Betia Nagar Parishad	Yes	Yes	Yes	Yes	Yes	

Source: Compiled by SPUR UTAST

SECTION 6: STANDARD CONTRACT

CONTENTS

Sl. No.	Description	Page No.
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	
4.	Documents prepared by the Consultants to be the Property of the Employer Equipment and Materials furnished by the Employer 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. PECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B: Consultants' Sub-consultants, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.
- Appendix C: Hours of work for Consultants' Personnel
- Appendix D: Duties of the Employer
- Appendix E: Cost Estimate
- Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant
- Appendix G: Copy of letter of invitation
- Appendix H: Copy of letter of acceptance
- Appendix I: Format for Bank Guarantee for Performance Security
- Appendix J: Minutes of the Pre-bid meeting

Section 1: FORM OF CONTRACT

CONTRACT FOR: *[Please insert name of project]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN : *[UDHD(hereinafter referred to as “the Client”)*
AND : *[Please insert name of Consultant] (hereinafter referred to as “the Consultant”)*
[Please insert nodal officer and communication address of the consultant]

WHEREAS:

- A.** the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);and
- B.** the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices
Section 6	Minutes of Contract Negotiation Meeting
Appendices:	

Appendix A:	Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
Appendix B:	Consultants’ Sub-consultants, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.
Appendix C:	Hours of work for Consultants’ Personnel
Appendix D:	Duties of the Employer
Appendix E:	Cost Estimate
Appendix F:	Minutes of Financial/ Contract Negotiations with the Consultant
Appendix G:	Copy of letter of invitation
Appendix H:	Copy of letter of acceptance
Appendix I:	Format for Bank Guarantee for Performance Security
Appendix J:	Minutes of the Pre-bid meeting

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

- 2.** The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

2. Commencement and Duration of the Services

The Consultant shall start the Services on _ [please insert date] ("the Start Date") and shall complete them 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.

For and on behalf of Client Signature: Name: Date:	For and on behalf of Consultant Signature: Name: Date:
Witness on behalf of Client 1. 2.	Witness on behalf of Consultant 1. 2.

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) “Employer” means the UDHD, GoB and includes the executing agency or the implementing agency.
- (e) “GCC” means these General Conditions of Contract;
- (f) “Government” means the Government of Bihar;
- (g) “currency” means the Indian National Rupee;
- (h) “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.

1.5 Heading

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

1.6 Notices

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

1.6.2 Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

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

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

1.8 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.

1.9 Authorized Representatives

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

1.10 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 fulfil 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 fulfil 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.

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 hereinabove, 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) day's 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 two (2) 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 thereof 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 personals 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 per kilometer.
- (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 labour laws.

4.5 Removal and/or Replacement of Personnel

- (a) Once approved by the Employer no changes shall be made in the Key Personnel's. 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

- 6.1 The payment shall be made as per **Clause 11** mentioned in TOR.
- 6.2 The payment shall be made through RTGS or A/c payee cheque, payable at Patna, in Indian Rupees.

6.3 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 6.4 (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.

Place of arbitration shall be at Patna.

9.3 Courts of Jurisdiction

The courts of jurisdiction shall be Patna High court, Patna.

Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. 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, VikasBhawan, New Secretariat,
BAILEY ROAD, PATNA-800015, BIHAR

For the Consultant:

Attention:

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.

2.7.4 If the obligations under Contract are pending and stipulated contract period is due for expiry; the Employer will issue provisional time extension in order to keep the contract live without forfeiting its right to impose penalty for delays attributable to Consultant.

4.6 Deleted

6.3 (a) Deleted

7.2 Replaced provisions of Clause 12 of ITC - Section2

7.3.1 Deleted

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 10% 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.

It is expected that contractor shall take prior approval, in writing, for any delays for deliverables beyond his control, otherwise shall be subject to penalty clause as specified in the forgoing paragraph.

9.3. Place for Arbitration and Settlement of Disputes will be at Patna. The court of jurisdiction will be in Patna.

FORM OF PERFORMANCE SECURITY

Ref: _____ Bank Guarantee: _____

Date: _____

To,
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 "Project Director, 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 upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2012 at _____

WITNESS

(signature)

(signature)

(Name) _____ (Name) _____

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

Attorney No. _____

Dated _____ Strike
out whichever is not applicable.

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

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