

Request for Proposal (RFP)

BSEIDC

**Empanelment of Consultants for Preparation
of Detailed Project Report (DPR) for Bihar
State Educational Infrastructure
Development Corporation Ltd.**

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.
SAIDPUR PATNA- 4
Tel- (0612) – 2910314,
FAX.-0612-2660256,
E-Mail : bseidc@gmail.com**

Table of Contents

| Sl. No. | Items | Page No. |
|----------------|--|-----------------|
| 1. | Disclaimer | 3-4 |
| 2. | Section – I: Notice for Inviting Expression of interest (EOI) & Press Note | 6-7 |
| 3. | Section - II: Instruction to Bidders (ITB) | 8 - 25 |
| 4. | Terms of Reference | 26 – 28 |
| 5. | Section III: General Condition of the Contract (GCC) | 30 - 32 |
| 6. | Section IV: Technical & Financial Proposal Formats | 33 – 54 |
| 7. | Section V: Draft Agreement | 55 – 57 |

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Consultants, whether verbally or in documentary form by or on behalf of Bihar State Educational Infrastructure Development Corporation - BSEIDC (Client) or any of its employees or advisors, is provided to Consultants on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an offer or invitation to any other party. The purpose of this RFP Document is to provide the Consultants, to whom it is issued, with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Consultant may require. This RFP document may not be appropriate for all persons and it is not possible for Client and their employees or advisors to consider the objectives, financial situation and particular needs of each Consultant. Certain Consultants may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis, to check the accuracy, adequacy, correctness and reliability of the information contained in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. Client and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFP, the award of the Project and any other information supplied by or on behalf of Client or their employees, advisors / consultants or otherwise arising in any way from the selection process for the Project. Client may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that Client is in a position to furnish is limited to this RFP and the information available at the contact addresses given in Terms of Reference, along with any amendments/ clarifications thereon.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with this RFP, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the Consultant as Successful Consultant. The Client reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Client reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time

Without assigning any reason or providing any notice and without accepting any liability for the same. The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain the sole responsibility of the Consultant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Consultant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION I:

**NOTICE FOR INVITING EXPRESSION OF INTEREST (EOI)
& PRESS
NOTE**

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD,
SAIDPUR PATNA-4**

Tel- (0612) – 2910314, FAX.-0612-2660256,

E-Mail : bseidc@gmail.com

**NOTICE FOR INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT
OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT (DPR)
FOR VARIOUS EDUCATIONAL INFRASTRUCTURE PROJECTS IN BIHAR**

Bihar state Educational Infrastructure Development Corporation (BSEIDC), Patna invites EOI from reputed Consultants for Empanelment on BSEIDC Panel for preparation of DPR including including Feasibility Reports, Site Survey & Soil Investigations, GPS Satellite Images for mapping, etc. (to be arranged by the Consultant), Detailed Design, Detailed Estimates, Detailed Architectural & Structural Drawings, GFC Drawings, Tender Document, BOQ & Detailed Specifications, Planning & Designing of MEP/HVAC, Lifts/Elevators, Fire Detection, Landscape Architecture, Design of STP, WTP, Selection of material/approval of samples, etc. and other statutory approvals from authorities concerned, etc. in consultation with Engineers of BSEIDC for various Educational Infrastructure Projects categorized as under;

| Category of Preparation of DPR | Project Detail in Category |
|--------------------------------|--|
| A. | Above Rs.50 Crores |
| B. | Above Rs.3.5 Crores and upto 50 Crores |
| C. | Upto Rs.3.5 Crores |

All design/Drawings shall be vetted by IIT/NIT or other equivalent Govt. Institutions

The EOI proposal will be in two separate sealed envelopes one for Technical Bid and other for Financial Bid.

1. **Minimum Eligibility Criteria:** The consultants / consultancy firms should fulfil following eligibility criteria;
 - i. The Consultant should either have empanelment with Govt. of India or rendered Consultancy Services in similar categories of urban Educational Infrastructure Works for the Govt. of Projects, mentioned above in tabular form.
 - ii. The Bidder should have prepared, got appraised from the technical agency appointed by Govt. of India and subsequent approval from Gol/GoB/ Other Govt. Agency at least (3) three similar Detailed Project Reports (DPR), each costing not less than Rs.10 Crore for column A, 5 Crore for column B & 2.5 Crore for column C building works during last five years. The completion certificate of the preparation of DPRs should be enclosed, duly signed by the officer not less than the rank of Executive Engineer of Govt. of India / State Govt / BSEIDC/ Other Govt. Agency Level.
 - iii. The Consultant should have a minimum Average Annual Turnover in the last three Financial Years ending 31 March 2014 of Rs.100 lacs for column A, 50 lacs for coloum B, 25 lacs for column C category duly supported by balance sheet certified by the Chartered Accountant.
 - iv. The Consultant should ensure that the cost of estimate should not vary more than 10% from actual cost of tender received for the work.
 - v. The Consultant should also enclose the list of his Technical & Non-Technical staff specifying their qualification and experience in the specified Performa given in the RFP document.

- vi. The Consultant should have proper Quality Assurance System / Software for design & drawings, in place.
 - vii. There should not be any legal case either filed or pending on the Consultant.
 - viii. The Consultant must not be presently blacklisted by Central Government , agency and also by any State Government BSEIDC and agency.
 - ix. Empanelment shall be initially for a period of Three years, which may be renewed for further period(s) at the sole discretion of the Client after review of performance and feedback from BSEIDC Engineers.
 - x. The bidders/consultants shall be selected as per the criteria mentioned in the RFP document.
2. The time of completion for each DPR shall be from 2 (two) to 3 (three) months from the date of issue of work order or as per requirement of BSEIDC.
 3. The interested Consultancy Firms / Consultants may download the Request for Proposal (RFP) document from website i.e. www.eproc.bihar.gov.in .
 4. The Consultants are welcome to make any query related to RFP prior to submission of Bid on email i.e. bseidc@gmail.com upto **13.04.2015**.
 5. The BSEIDC reserves the right to modify or delete any clause of RFP and to accept or reject any EOI without assigning any reason thereof.
 6. EOI must be delivered in sealed cover superscribed **“Empanelment of Consultants for Preparation of DPR for Educational Infrastructure Works of Bihar (Category to be mentioned)”** addressed to **Bihar State Educational Infrastructure Development Company (BSEIDC), Bihar** on or before **24.04.2015 upto 15:00 hours**. through registered Post/Speed Post/Courier Services in the office of the **BSEIDC**. EOI received after due date & time will not be accepted. The authority will not be responsible for any delay.
 7. The bids shall be opened on **30.04.2015 at 15:30 hours** in the office of the **BSEIDC** in the presence of the Consultants/Firms or their authorized representative.
 8. The bids received without earnest money and requisite documents shall be rejected.
 9. The EOI should enclosed with an earnest money (Bid security) of Rs.10,000/- (Rs. Ten Thousand) in shape of Demand Draft of a Nationalized Bank in favour of **“ Managing Director, Bihar State Educational Infrastructure Development Company (BSEIDC)”** payable at **Patna**. Applications not accompanied with processing fees, shall be summarily rejected.

Sd/-
Managing Director
BSEIDC Ltd.
Tel- (0612) – 2910314
bseidc@gmail.com

1. INTRODUCTION

1. PROJECT BACKGROUND

1.1 The Education Department, Government of Bihar, has envisaged a series of measures to improve the quality of education in the State. With the aim to promote quality education, the Government of Bihar is desirous of establishing new educational institutions and to up-grade/refurbish existing Educational institutions

Objectives of BSEIDC (Client)

2. OBJECTIVES

Broad objectives of the constitution of the panel of Detailed Project Report(DPR) for BSEIDC:

- 2.1 To design high quality educational infrastructure for education institutions for creating an environment that is conducive to learning.
- 2.3 To propose a design philosophy/template for educational institutions and to ensure that the institutions have basic amenities to function in a proper manner.
- 2.4 User Elements to be incorporated in the educational institution design for creation of quality learning spaces including:
 - (i) The design of building components to be used as learning aids enhancing the teaching-learning environment,
 - (ii) Rendering the educational institution accessible as far as possible for people With Special Needs.
 - (iii) Provisions for health & sanitation, safety & environment friendly measures, disaster mitigation and aesthetic considerations.
 - (iv) Design of the buildings as Energy efficient and Sustainable architecture, to the maximum extent possible.

1.2 Request for Proposal

The Client invites Proposals (the "Proposals") for selection of Consultants (the "Consultant") for each Categories as mentioned in the PROPOSAL under Section I of the RFP, to be empanelled in BSEIDC to carry out various assignments assigned and agreed upon by Client and Consultants over a period of time. The Client intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. The Consultants shall be selected in each category considering highest marks in descending order as per Annexure I.

1.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time.

1.4 Brief description of the Selection Process

The Client has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals. Comprising Technical and Financial bids to be submitted in two separate sealed envelopes. In, the first stage, A technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a panel of short-listed Consultants (maximum six nos.) shall be prepared category wise as specified in Clause 3.2. Proposals will be ranked according to their technical scores as specified in Annexure I. The Consultants shall be selected in each category considering highest marks in descending order as per Annexure I, on the panel of the Client (the "**Successful Consultants**"). The financial bid of those empanelled consultants will be opened. The financial bid of the lowest bidder (empanelled consultants) will be accepted after negotiation. The lowest negotiated rate will be offered to other empanelled consultants. Those, who agree with the lowest negotiated rate, will be kept in the final list of empanelled consultants at this negotiated rate. The work will be allotted as per requirement and work load.

1.5 Currency conversion rate and payment

- 1.5.1** All payments to the Consultant shall be made in INR in accordance with the fee quoted by them and agreed upon between the Client and the Consultant. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.6 Financial Bid:

The Empanelled Consultant shall quote his financial bid for preparation of DPR in the Form F1 attached with this RFP, to be submitted to the concerned **BSEIDC**, as and when the Empanelled Consultant is called for the same. The financial bid of the lowest bidder (empanelled consultant) shall be accepted after negotiation.

1.7 Schedule of Selection Process

The Client would endeavor to adhere to the schedule as mentioned in the Terms of Reference.

1.8 Deleted

1.9 Purchase of RFP / Pre Proposal Query

The interested Consultancy Firms / Consultants may download the Request for Proposal (RFP) document from website i.e. www.eproc.bih.gov.in
The Consultants are welcome to make any query related to RFP prior to submission of Bid on email at bseidc@gmail.com upto 13.04.2015.

1.10 Communications

All communications for the Proposal should be addressed to the appropriate officials mentioned in the Terms of Reference.

A. General

2.1 Scope of Proposal

2.1.1 Role of the Consultant:

The role of Consultant shall include but not limited to the following:

- i. The Detailed Scope of Work shall be intimated by the BSEIDC at the time of invitation of financial bid, which may include Preparation of Detailed Project Reports (DPR) including design, estimation, and drawings for preparation of DPR including Feasibility Reports, Site Survey & Soil Investigations, GPS Satellite Images for mapping, etc. (to be arranged by the Consultant), Detailed Design, Detailed Estimates, Detailed Architectural & Structural Drawings, GFC Drawings, Tender Document, BOQ & Detailed Specifications, Planning & Designing of MEP/HVAC, Lifts/Elevators, Fire Detection, Landscape Architecture, Design of STP, WTP, Selection of material/approval of samples, etc. and other statutory approvals from authorities concerned, etc. in consultation with Engineers of BSEIDC for various Educational Infrastructure Projects categorized as under;

| Category of Preparation of DPR | Project Detail in Category |
|--------------------------------|--|
| A. | Above Rs.50 Crores |
| B. | Above Rs.3.5 Crores and upto 50 Crores |
| C. | Upto Rs.3.5 Crores |

- ii. The Bidder should prepare the DPR, get it appraised from the technical agency appointed by Gol and subsequent approval from Gol. In addition to this, the Consultant should supply at least 10 copies of duly approved DPRs from Govt., Tender Document, BOQ, and Detailed Estimate (with backup sheet) to the BSEIDC.
- iii. The Bidder should prepare the DPR as per the guidelines issued by the Ministry of Ministry of Housing & Urban Poverty Alleviation (MoHUPA), Ministry of Roads Transport & Highways (MoRTH), Other. Ministry of Govt. of India, Govt. of Bihar whichever is applicable.
- iv. The Bidder must ensure that the DPR for Water Supply & Sanitation, Sewerage, Solid Waste Management, Roads & Transport, Housing, etc. should be strictly prepared as per Water Supply/Sewerage/Solid Waste Management Manual issued by Central Public Health Environmental Engineering Organization (CPHEEO), MoUD (Govt. of India), IRC Codes issued by the MoRTH, Other Guidelines issued for RAY & Other schemes time to time launched by MoHUPA/MoUD/Govt. of India, etc.
- v. Contribute the requisite technical, financial, legal and managerial resources to undertake project development and implementation.
- vi. Coordinate with BSEIDC and various Public Infrastructure Agencies to develop projects in the infrastructure sectors.
- vii. The Consultant shall be solely responsible for obtaining any information required for the preparation of the DPR from the BSEIDC at his own level and shall not be an excuse for delay in preparation of the DPR(s), which has to be completed within the specified stipulated period of completion of the DPRs) as per Contract / Work Order.

2.2. Eligible Criteria for Consultant

This invitation to submit Proposals to the RFP is open to those bidders/ Consultants who meet the following pre-qualification criteria:

1. The Bidder/Consultant should either have empanelment with Govt. of India or rendered Consultancy Services in similar categories of Educational Infrastructure Works for the Govt. Projects, mentioned above in tabular form.

2. The Bidder/Consultant should have prepared, got appraised from the technical agency appointed by Govt. of India and subsequent approval from Gol at least five similar Detailed Project Reports (DPR), each costing not less than Rs.10 Crore for Category A, 5 Crores for Category B & 2.5 crore for Category C for building works as categorized in previous pages during last five years. The completion certificate of the works executed should be enclosed, duly signed by the officer not less than the rank of Executive Engineer of Govt. of India / State Govt level.
3. The Bidder/Consultant should have a minimum Average Annual Turnover in the last three Financial Years ending 31 March 2014 of Rs.100 lacs for Category A, 50 lacs for Category B & 25 lacs for Category C duly supported by balance sheet certified by the Chartered Accountant.
4. The Consultant should ensure that the cost of estimate should not vary more than 10% from actual cost of tender received for the work.
5. The Bidder/Consultant should also enclose the list of his Technical staff specifying their qualification and experience in the specified Performa given at Form T6 in this RFP.
6. The Bidder/Consultant should have proper Quality Assurance System / Software for design & drawings, in place.
7. There should not be any legal case either filed or pending on the Consultant.
8. The Bidder/Consultant must not be presently blacklisted by central Government/ State Government.
9. Empanelment shall be initially for a period of Three years, which may be renewed for further period(s) at the sole discretion of the Client after review of performance and feedback from BSEIDC.
10. In case of a consortium / JV / SPV there should be an agreement / MoU executed by all the companies constituting the consortium mentioning inter alia the following:
 - a. That they agree to work jointly for the assignment.
 - b. That they agree to be jointly and severally responsible for the assignment.
 - c. The percentage share between the consortium members. The share of each member in the total fees to be clearly indicated in the agreement.
 - d. That the Lead Consultant shall be sole representative of the consortium and is authorized to sign all the agreement and correspondence for the said assignment.
 - e. Bids are liable to be rejected if the said agreement between the members forming the consortium, as indicated above, is not enclosed. It may be noted that expatriate members of the consortium will be required to take necessary permissions from the Reserve Bank of India (RBI)/FIPB, and such other authorities as applicable.

- f. Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of Authority. The proposal should be submitted in two sets one original and one copy in the prescribed formats.

Bidder/Consultant failing to meet these criteria or not submitting requisite supporting proof as specified under Clause 2.2 are liable to be rejected during pre-qualification evaluation.

The bidders can use the credentials of their Parent Company and sister companies wherein Parent Company holds more than 49% equity stake. Parent Company shall be defined as a company having more than 75% equity in the bidding company.

2.2.1. Conflict of Interest

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

2.3. Number of Proposals

A Consultant is eligible to submit only one Proposal each under different categories (A/B/C). A Consultant applying individually or as a member of a consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

2.4. Cost of Proposal

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

2.5. Acknowledgement by Consultant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Client;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client or relating to any of the matters referred above;
- (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.6. Right to reject any or all Proposals

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

2.6.1. The Client reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation made by the Consultant is uncovered or comes to the knowledge of the Client or
- (b) the Consultant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

2.6.2. Such misrepresentation/ improper response may lead to the disqualification of the Consultant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Consultant gets disqualified / rejected, then the Client reserves the right to consider the next best Consultant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

B. Documents

2.7. Contents of the RFP

2.7.1 This RFP Document comprises of:

The Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with the provisions of the RFP;

1. Section-I: Notice for Inviting Expression of interest (EOI) & Press Note;
2. Section- II: Instructions and Information to Consultants;
3. Section-III: General Condition of the Contract;
4. Section-IV: Technical and Financial Formats ;
5. Section-V: Draft Agreement

2.8. Clarifications

2.8.1. Consultants requiring any clarification on the RFP may send their queries to the

Client in writing before the date mentioned in the Schedule of Selection Process at Terms of Reference. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning "Empanelment of Consultants for Preparation of DPR for Educational Infrastructure Works of BSEIDC (Category to be mentioned)"

The Client shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by Letter, Fax or E-mail. The Client will post the reply to all such queries on the website specified and copies thereof will also be circulated to all Consultants who have been issued the RFP document without identifying the source of queries.

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

2.9. Amendment of RFP

- 2.9.1. At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to any clarifications requested by an Consultant, modify the RFP document by the issuance of Addendum/ Amendment.
- 2.9.2. All such addenda/amendments will be notified in writing through fax or e-mail to all Consultants who have been issued the RFP document. The amendments will also be posted on the website along with the revised RFP containing the amendments and will be binding on all Consultants.
- 2.9.3. In order to afford the Consultants a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.10. Language

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

2.11. Format and signing of Proposal

- 2.11.1. The Consultant shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified forms and are complete in all respects.
- 2.11.2. The Consultant shall prepare one original set of the Proposal (together with Documents required to be submitted along therewith pursuant to this RFP) & clearly marked "ORIGINAL". In addition, the Consultant shall submit 1 (one) copy of the Technical Proposal, alongwith Documents, marked "COPY". In the event of any discrepancy between the originals & the copies, the original set of documents shall prevail.
- 2.11.3. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall initial each page, in blue/ black ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
 - (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
 - (iii) by a duly authorized person holding the Power of Attorney (the "Authorized Representative"), in case of a Limited Company or a corporation; or
 - (iv) by the Authorized Representative of the Lead Member, in case of a consortium.
 - (v) A copy of the Power of Attorney certified under the hands of a partner or director of the Consultant or a notary public on the specified form, shall accompany the Proposal.
- 2.11.4. Consultants should note the Proposal Due Date, as specified in Terms of Reference, for submission of Proposals. Consultants are reminded that no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Terms of Reference. Consultants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.12. Technical Proposal

- 2.12.1. Consultants shall submit the technical proposal in the formats at Section IV (the "Technical Proposal").
- 2.12.2. Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected. If a Consultant makes an averment regarding his

qualification, experience or other particulars and it turns out to be false, or his/ her commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he/ she shall be debarred from participation in any future Project of the Client for a period of five years. The award of this Project to the Consultant may also be liable to cancellation in such an event.

2.12.3. The Client reserves the right to verify all statements, information and documents, submitted by the Consultant in response to the RFP. Failure of the Client to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.

2.12.4. 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 Consultant or the Consultant has made a material misrepresentation or has given any materially incorrect or false information, the Consultant 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 Consultant 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 Client, without the Client being liable in any manner, whatsoever, to the Consultant or Consultant, as the case may be.

2.12.5. In such an event, the Client shall forfeit and appropriate the Proposal Security as mutually agreed pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client.

2.13. **Submission of Proposals**

2.13.1. **Sealing and Marking of Proposal**

The Consultants shall prepare and submit:

a. Technical Proposal (Envelope A):

One (1) Original and One (1) Copy of the Technical Proposal in "Envelope A" duly marking "Original" and "Copy". The envelope containing the Technical Proposal shall be labelled as:

Envelope 'A': TECHNICAL PROPOSAL for "Empanelment of Consultants for Preparation of DPR for Bihar state educational Infrastructure Works. (Category to be mentioned)"

Contents of Envelope-A shall be as follows:

(Technical Proposal in Original with one extra copy)

Form T 1: Check List

Form T 2: Covering Letter

| | |
|------------------|---|
| Form T 3: | Power of Attorney for Authorized Signatory |
| Form T 4: | Letter of Undertaking |
| Form T 5: | Detail of Works executed by the Bidder / Consultant. |
| Form T 6: | Qualification of Technical Staff (minimum requirement) under Category..... |
| Form T 7: | Financial Capability Statement. |
| Form T 8: | List of Equipment Available with the Firm (minimum requirement) |

b. Security (Envelope B):

One (1) Original of the Security i.e. of **Rs.1,00,00/-** (Rs. Ten Thousand) in shape of Demand Draft, in the favour of **“Managing Director, Bihar state educational Infrastructure Development Corporation (BSEIDC)”** payable at Patna shall be enclosed and sealed in a separate envelope labelled as:

Envelope ‘B’- SECURITY for “Empanelment of Consultants for Preparation of DPR for for Bihar state educational Infrastructure Works. (Category to be mentioned)”

The aforementioned two envelopes **A & B** shall be sealed in an outer envelope mentioning, **“Empanelment of Consultants for Preparation of DPR for Bihar state educational Infrastructure Works. (Category to be mentioned)”**

- c. Each of the two envelopes shall indicate the complete name, address, telephone numbers (with city code) and facsimile number of the Consultant.
- d. Each Envelope containing the Proposal shall be addressed to the Client as mentioned in the Terms of Reference.

2.14. Financial Bid & Security Deposit (by Empanelled Consultants to BSEIDC)

The Financial Bid(s) shall be invited by the BSEIDC directly from the empanelled Consultant on BSEIDC Panel, as and when required, under specified Category (A/B/C). The Formats for submission of Financial Bid & Security Deposit by the selected empanelled Consultant to be submitted to the concerned BSEIDC in the format, as specified below;

Financial Proposal Formats

| | |
|------------------|----------------------------|
| Form F 1: | Financial Bid Form. |
| Form F 2: | Bank Guarantee Form |

2.15. Proposal Due Date

- 2.15.1. Proposal should be submitted on the Proposal Due Date specified in the Terms of Reference, at the address provided in Terms of Reference, in the manner and form as detailed in this RFP.
- 2.15.2. The Client may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with provisions of this RFP uniformly for all Consultants.

2.16. Late Proposals:

Any Proposal received by Client after 1500 hours on the Proposal Due Date will not be accepted.

2.17. Modifications/Substitution/Withdrawal of Proposals:

2.17.1. A Consultant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by Client by the Proposal Due Date. No Proposal can be modified, substituted or withdrawn by the Consultant after the Proposal Due Date.

2.17.2. Any Consultant may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Proposal Security. Withdrawal by the Consultant of its Proposal after Proposal Due Date shall entitle the Client to forfeit the Proposal Security.

2.17.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause 2.16.1, with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate.

2.18. Security:

The Proposal shall be accompanied by a Security in Indian Rupees for an amount specified in Terms of Reference. The security shall be in the form of Demand Draft issued by one of the Nationalized/Scheduled Banks in India drawn in favour of " **Bihar State Educational Infrastructure Development Corporation (BSEIDC)**", payable at Patna.

2.18.1. The Security shall be retained by the Client for the period of Empanelment and it shall be refunded without any interest after three months of expiry of Contract period.

2.18.2. The Security of the un-successful Consultant shall be returned without any interest after 120 days i.e. after the expiry of validity period.

2.18.3. Client shall reject all such proposals, which do not include the Security.

2.18.4. In addition to the above, the Client will promptly release all Proposal Securities in the event the Client decides to terminate the bidding process for any reason whatsoever.

2.18.5. The Security shall be forfeited by Client, at its sole discretion in the following cases:

- (i) The Consultant withdraws its proposal after Proposal Due Date and during Proposal Validity Period.
- (ii) In the case of a Successful Consultant, if it fails to sign the Agreement, within the time specified in the Notice of Award.

- (iii) In case the proposal of the Consultant, is determined as being “conditional”, “unresponsive” or “disqualified” in the opinion of Client .

D. EVALUATION PROCESS

2.19. Evaluation of Proposals

- 2.19.1. The Client shall open the Proposals at a time, date and venue specified in the Terms of Reference and in the presence of the Consultants who choose to attend. The envelopes marked “Technical Proposal” shall be opened.
- 2.19.2. Proposals for which a notice of withdrawal has been submitted in accordance with the provisions of the RFP not be opened.
- 2.19.3. Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) it is received in the form specified at Clause 2.13 (Technical Proposal);
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.14;
 - (c) it is accompanied by the Security as specified in Clause 2.17.
 - (d) it is signed, sealed, bound and marked as stipulated in Clause 2.13 and 2.16;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.18.4 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.
- 2.18.5 The Client would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- 2.18.6 After the technical evaluation, the Client would prepare a list of shortlisted Consultants under different category. A date, time and venue will be notified to all Consultants for announcing the result of Technical evaluation and the list of shortlisted Consultants under different category along with their Technical Score will be read out. The final ranking of the Proposals would be carried out in terms of Annexure I and the Consultants shall be selected in each category considering highest marks in descending order as per Annexure I in the Technical Evaluation shall be empanelled by the Client.
- 2.18.7 Consultants are advised that selection will be entirely at the discretion of the Client. Consultants will be deemed to have understood & agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given by the

Client.

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

2.20. Confidentiality:

2.20.1. Client shall treat the contents of all Proposals and other documents, information and solutions submitted by the Consultants as confidential. Client shall take all reasonable precautions to ensure that all persons, who have access to such materials, maintain confidentiality in respect of the same. Client shall not divulge any such information, unless it is directed to do by any authority, which has power to order its release.

2.20.2. Each person or entity to which this RFP document is issued, shall, whether or not, he/it submits a proposal, treat this RFP, related clarifications, information and solutions provided by Client in relation to this Project or bidding process as confidential, for a period co-terminus with the agreement period. During this period, the concerned person or entity shall not disclose or utilize in any manner, any such documents, information or solutions, without prior written approval of Client, unless he/it is required to do so in pursuance of any applicable law. Intellectual Property contained in this RFP document package is owned by Client and shall continue to be owned by Client.

2.20.3. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Successful Consultant shall not be disclosed to any Consultant or any other person not officially concerned with such process, until Notice of Award has been issued by Client.

2.21. Clarifications

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

2.21.2. If a Consultant does not provide clarifications sought under Sub-Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Consultant shall be barred from subsequently questioning such interpretation of the Client.

E. APPOINTMENT OF CONSULTANT

2.22. Negotiations

2.22.1. The empanelled Consultants (the "Selected Consultants") may, if necessary, be

invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the Consultant under this RFP. The negotiation of the Financial Bid should be conducted by a committee constituted by the BSEIDC.

2.22.2. Indemnity

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

2.22.3. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Client to the Selected Consultant and the Selected Consultant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

In the event the duplicate copy of the LOA duly signed by the Selected Consultant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Security of such Consultant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Selected Consultant to acknowledge the LOA, and the next eligible Consultant may be considered.

2.22.4. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Consultant, the Consultant shall execute the Agreement within the period prescribed in the Terms of Reference. The Selected Consultant shall not be entitled to seek any deviation in the Agreement. The selected Consultant shall submit a Bank Guarantee (as per Format – Form F2) amounting to equivalent of 5% of the Consultancy Fee amount as performance security.

2.22.5. Terms of Payment

The terms of payment of the Selected Empanelled Consultant shall be decided by the BSEIDC.

2.22.6. Proprietary data

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

3. CRITERIA FOR EVALUATION:

Evaluation of Technical Proposals

- 3.1 In the first stage, the Technical Proposal will be evaluated on the basis of Consultants' experience as mentioned in the Eligibility Criteria under Clause 2.2. The Consultant (s) who doesn't meet the pre-qualification shall be disqualified.
- 3.2 Further, the proposals will be ranked according to their Technical score mentioned in Annexure I of the RFP document and the Consultants shall be selected in each category considering highest marks in descending order as per Annexure I. The Consultant should score minimum 70% for qualifying on technical ground under indicated category.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Consultant's Proposal.
- 4.2 Without prejudice to the rights of the Client under Clause 4.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date on which such Consultant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement with other Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Deleted

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Consultant in order to receive clarification or further

information;

- (c) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Consultant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Consultant.
- 6.3 It shall be deemed that by submitting the Proposal, the Consultant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

TERMS OF REFERENCE (TOR)

NAME OF THE PROJECT: Empanelment of Consultant for Preparation of Detailed Project Report (DPR) for various building Project in Bihar.

1. PROJECT BACKGROUND

1.1 The Department of Education Department, Government of Bihar, has envisaged a series of measures to improve the quality of education in the State. With the aim to promote quality education, the Government of Bihar is desirous of establishing new educational institutions and to up-grade/refurbish existing Educational institutions.

2. OBJECTIVES

Broad objectives of the constitution of the panel of Project Management Consultants are:

2.1 To design high quality educational infrastructure for education institutions for creating an environment that is conducive to learning.

2.3 To propose a design philosophy/template for educational institutions and to ensure that the institutions have basic amenities to function in a proper manner.

2.4 User Elements to be incorporated in the educational institution design for creation of quality learning spaces including:

- (i) The design of building components to be used as learning aids enhancing the teaching-learning environment,
- (ii) Rendering the educational institution accessible as far as possible for people With Special Needs.
- (iii) Provisions for health & sanitation, safety & environment friendly measures, disaster mitigation and aesthetic considerations.
- (iv) Design of the buildings as Energy efficient and Sustainable architecture, to the maximum extent possible.

2.5 The systems proposed for the design development and implementation of the assignments should be financially viable and easily replicable where multiple projects are involved.

3. SCOPE OF SERVICES

The assignments shall consist of the following components to be managed by the PMC:

(i) Design and Planning

- a. Need assessment and MEP surveys, As built drawings, Photography surveys and Assessment Reports, in case of refurbishment of existing institutions.

- b. Topography Surveys and Soil Tests
- c. Design of the various components of the physical infrastructure of educational institutions with detailed drawings and specifications for each component and structural designs.
- d. Preparation of Architectural design and Intervention Plans.
- e. Preparation of Preliminary Cost estimates and Specifications and Finishes
- f. Preparation of detailed, estimates, bill of quantities and tender documents for each individual educational institution on the basis of the components identified for intervention.
- g. Preparation of Good For Construction Drawings for each sub-project / institution.
- h. Design must be vetted by any IIT/NIT/other equivalent Govt. Institutions
- i. Bid management process and assistance in Contractor Selection including the following:
 - i) *Preparation of tender documents*
 - 1. Preparation of tender document/Request for Proposal including in e-tender format;
 - 2. Preparation of advertisement for newspapers;
 - 3. Preparing clarifications on the queries received before pre-bid and during pre-bid conference;
 - ii) *Detailed Working Drawing & Estimates Stage:*
 - 1. *Tender drawings stage:*
 - a) Prepare Basic working drawings and details for all aspects of work referred under the clause ‘**Scope of services**’ including Architectural, Structural, Plumbing, Sanitary, Electrical communication system, detailed specifications sufficient for preparation of item-wise detailed Estimate of cost.
 - b) Prepare Basic working drawings for external services, site development, roads, pathways, compound wall and landscape works. Prepare tender documents/drawings, quality control procedures on material and works as per requirement of client.
 - 2. *DETAILED ESTIMATE OF COST:*
 - a) Prepare detailed Estimates of cost supported by detailed measurement sheets, calculations and abstract of quantities and cost based on current BCD schedule of rates. In the absence of rate in BCD/RCD SOR, the same shall be referred to CPWD SOR or lastly arrived at by actual analysis as applicable to the locality and obtaining the approval of the employer for the same.
 - b) Preparation of Tender documents for invitation of Tenders and Tender drawings for issue to Tenderers.
- 3. Working drawing stage:
 - a) Preparation of detailed working drawing for all aspects of Architectural works.
 - b) Preparation of detailed working drawing for all aspects of Structural works.
 - c) Preparation of detailed working drawing for all aspects of sanitary, drawings and Water supply works.

- d) Preparation of detailed working drawing for all aspects of Electrical works.
- e) Prepare necessary drawings for ventilation/air-conditioning, (as required).
- f) Prepare drawings for Landscape work, boundary wall, internal roads, Site Development etc.
- g) Prepare / revise all specific working details, specification etc, as required by the client during construction.
- h) Other drawings as required in the line with the approved design.

iii) Release of Tender Documents

- 1. Organizing Pre-bid conference;
- 2. Developing letter of invitation, including Instruction to Bidders and Terms of Reference;

iv) Assistance in Selection of contractors and Award of work Process

- 1. Evaluation of bids and submitting the bid evaluation report to BSEIDC or a committee constituted by BSEIDC, if required;
- 2. Assist in the Negotiation for finalization of contractors, if required.
- 3. Preparation of the agreement document, including quality and performance parameters and criteria to be followed by the contractor which shall be detailed out in the agreement

(ii) Other Services

Other services for educational institutions will include consultancy in areas like library books, age appropriate furniture, sports equipment, IT and laboratory equipment for existing and new educational institutions, etc.

4. TIMELINES

This service shall commence within 15 days and the agreement shall be signed within 1 month of appointment of the BSEIDC.

**SECTION III:
GENERAL CONDITIONS OF THE CONTRACT (GCC)**

GENERAL CONTRACT CONDITIONS (GCC)

1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the BSEIDC shall be final and binding.

2. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the BSEIDC and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

3. Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the BSEIDC. The Consultant shall always support and safeguard the legitimate interests of the BSEIDC, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

4. Consultant's Downstream Business Interest

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the Consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

5. Consultant Personnel

a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project.

6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Bihar.

7. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.

The Consultant shall indemnify the BSEIDC from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged

Infringement as aforesaid and at the expenses of the Consultant, the BSEIDC shall be defended in the defence of such proceedings.

8. Governing Language

The Contract shall be written in English or Punjabi Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English or Punjabi Language.

9. Penalty & Termination of Contract

- a) **Penalty:** Penalty on the empanelled Consultant can be imposed by BSEIDC concerned at the rate of 1% of the awarded contract value per month of the delayed period and maximum to 10% of the total work allotted by the BSEIDC concerned.
- b. The Contract of the Empanelled Consultant with the BSEIDC will be terminated in the following ways:
 - i. The term of Contract expires;
 - ii. Termination of Contract by the BSEIDC due to non-performance during the execution of Project
 1. Performance is below expected level.
 2. Non adherence to the timelines of the Project.
 3. Quality of work is not satisfactory.

10. Termination for Insolvency, Dissolution etc

The BSEIDC may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BSEIDC.

11. Termination for Convenience

The BSEIDC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the BSEIDC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

12. Force Majeure

- a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the BSEIDC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c) If a Force Majeure situation arises, the Consultant shall promptly notify the BSEIDC in writing of such condition and the cause thereof. Unless otherwise directed by the BSEIDC in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Taxes and Duties

The Consultant shall be entirely responsible for all taxes; duties, etc. incurred.

14. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

14.1. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

14.2. Resolution of Disputes

In case dispute arising between the BSEIDC and the Consultant, which has not been settled amicably, the Consultant can request the BSEIDC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Managing Director, BSEIDC. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

15. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Patna High court.

**SECTION IV:
TECHNICAL & FINANCIAL PROPOSAL FORMATS**

ENVELOPE A: TECHNICAL PROPOSAL

TECHNICAL PROPOSAL FORMATS

| | |
|------------------|---|
| Form T 1: | Check List |
| Form T 2: | Covering Letter |
| Form T 3: | Power of Attorney for Authorized Signatory |
| Form T 4: | Letter of Undertaking |
| Form T 5: | Detail of Works executed by the Bidder / Consultant. |
| Form T 6: | Qualification of Technical Staff (minimum requirement) under Category..... |
| Form T 7: | Financial Capability Statement. |
| Form T 8: | List of Equipment Available with the Firm (Minimum requirement) |

FINANCIAL PROPOSAL FORMATS

| | |
|------------------|----------------------------|
| Form F 1: | Financial Bid Form. |
| Form F 2: | Bank Guarantee Form |

FORM T 1: CHECKLIST

| Sr. No | Form | Submitted |
|----------------------------|--|-----------|
| Technical Proposal Formats | | |
| 1 | Form T 1 | |
| 2 | Form T 2 | |
| 3 | Form T 3 | |
| 4 | Form T 4 | |
| 5 | Form T 5 | |
| 6 | Form T 6 | |
| 7 | Form T 7 | |
| 8 | Form T 8 | |
| Security | | |
| 9 | An amount equivalent to Rs. Ten Thousand under each category in the form of Demand Draft from a scheduled bank drawn in favor of " Bihar State Educational Infrastructure Development Corporation (BSEIDC) " payable at Patna is to be submitted, as security along with the proposal. | |
| Financial Proposal Formats | | |
| 10 | Form F 1 | |
| 11 | Form F 2 | |

FORM T2: COVERING LETTER

Date:

To

**Chief Engineer,
Bihar State Educational Infrastructure Development Corporation (BSEIDC),
Saidpur Patna-04
bseidc@gmail.com**

Subject: Empanelment of Consultants for Preparation of DPR for various building projects in Bihar (Category to be mentioned).

Dear Sir:

1. With reference to the RFP Document for the captioned Project, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant under Category for the same. The proposal is unconditional and unqualified.
2. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Empanelled Consultant under Category For BSEIDC.
4. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Consultant, nor have been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum thereto, issued by the Client;
 - (b) I/We do not have any conflict of interest in accordance with provisions of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP

- document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) I/We hereby declare that if appointed as the Selected Consultant, all the members of our Consortium shall be jointly and severally liable to fulfill all the obligations enumerated in this RFP document and Agreement.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultants in accordance with the provisions of RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that we have not been convicted by a Court of Law or indicted or otherwise have adverse orders passed against us by a regulatory Authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise, arising to challenge or question any decision taken by the BSEIDC of Local Government, Government of Bihar, in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Security of Rs.10,000/- (Rupees Ten Thousand) in the form of a Demand Draft (Dated _____, Bank Name: _____) is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for a period of 90 (Ninety) days or for a longer period on any further extension being sought by the Client, from the Proposal Due Date specified in the RFP.
17. In the event of my/our firm/ consortium being selected as the Consultant,

I/we agree to enter into an Agreement in accordance with the provisions of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Consultant/ Lead Member)

Form T3: Power of Attorney for Authorised Signatory

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Project.

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

- 1 To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORM T4: Letter of Undertaking

Date:

To

To

**Chief Engineer,
Bihar State Educational Infrastructure Development Corporation (BSEIDC),
Saidpur Patna-04
bseidc@gmail.com**

Subject: Empanelment of Consultants for Preparation of DPR under different categories for Education Infrastructure Works of Bihar (Category to be mentioned)

We hereby agree and undertake as under:

Notwithstanding any conditions, whether implied or mentioned in our Technical Proposal under Category, we agree to the terms and conditions as contained in the RFP document provided to us.

We hereby represent and confirm that our proposal under Category is unconditional for the Project.

Dated this..... Day of..... 2015

Name of the Consultant

Signature of the Authorized Person

Name of the Authorized Person

Form T 5: Detail of Works executed by the Bidder / Consultant.

| Sr. No | Name of the Work / Project | Amount of Work / Project (Rs. in Lakhs) | State Govt. / Central Govt. / Ministry name | Date of Completion | Year |
|---------------|-----------------------------------|--|--|---------------------------|-------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

Note:

1. Appropriate proof of the experience is to be provided for each Project completed including copy of work order & completion certificate, duly signed & issued by the Engineer in Charge not less than the rank of Executive Engineer (Govt. of India / State Govt.). Self Certification by the Consultant shall not be admissible.
2. The value of previous / old work(s) shall be up-graded / enhanced by 10% per year.

Form T 6: Qualification of Technical Staff (minimum requirement) under Category A

| Sl. No | Staff Detail | Minimum Strength | Minimum Qualification | Years of Experience |
|--------|---|------------------|---|----------------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | B.E./B.Tech.& M.E./M.Tech. (in respective category of work area) | Must have 10 years of experience |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | B.E./B.Tech. & M.E./M.Tech. (in respective category of work area) | Must have 5 years of experience |
| 3 | Architect / Planning Engineer | 1 Nos. | B.Arch. /B.E./B.Tech. & Desirable M.Arch./M.E./M.Tech (in respective category of work area) | Must have 5 years of experience |

Qualification of Technical Staff (minimum requirement) under Category B

| Sl. No | Staff Detail | Minimum Strength | Minimum Qualification | Years of Experience |
|--------|---|------------------|---|---------------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | B.E./B.Tech.& M.E./M.Tech. (in respective category of work area) | Must have 7 years of experience |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | B.E./B.Tech. & M.E./M.Tech. (in respective category of work area) | Must have 4 years of experience |
| 3 | Architect / Planning Engineer | 1 Nos. | B.Arch. /B.E./B.Tech. & Desirable M.Arch./M.E./M.Tech (in respective category of work area) | Must have 4 years of experience |

Qualification of Technical Staff (minimum requirement) under Category C

| Sl. No | Staff Detail | Minimum Strength | Minimum Qualification | Years of Experience |
|--------|---|------------------|---|---------------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | B.E./B.Tech.& M.E./M.Tech. (in respective category of work area) | Must have 5 years of experience |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | B.E./B.Tech. & M.E./M.Tech. (in respective category of work area) | Must have 3 years of experience |
| 3 | Architect / Planning Engineer | 1 Nos. | B.Arch. /B.E./B.Tech. & Desirable M.Arch./M.E./M.Tech (in respective category of work area) | Must have 3 years of experience |

Note:

1. The CVs of individual Technical Staff should be enclosed in the prescribed format as per Annexure E.
2. The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Photocopy or unsigned /countersigned CVs shall be rejected.
3. If an individual 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 Bidders may also be liable to cancellation in such an event.

Form T 7: Financial Capability Statement.

Average Annual turnover (in INR)

| | DPR Consultancy Services | | |
|---------------------|---------------------------------|----------------|----------------|
| Year | 2011-12 | 2012-13 | 2013-14 |
| Amount (INR) | | | |
| Average | | | |

Note: To be duly certified by Statutory Auditor / CA.

**Form T 8: List of Equipment Available with the Firm
(minimum requirement for category A)**

| S. No. | Name of Equipment | Type / Make | Nos. (Min.) |
|---------------|--------------------------|------------------------|--------------------|
| 1 | Computers / Laptops | | 5 |
| 2 | Printers | | 2 |
| 3 | Plotters | | 1 |
| 4 | Softwares | | 5 |
| | Total | | 13 |

**List of Equipment Available with the Firm
(minimum requirement for category B)**

| S. No. | Name of Equipment | Type / Make | Nos. (Min.) |
|---------------|--------------------------|------------------------|--------------------|
| 1 | Computers / Laptops | | 4 |
| 2 | Printers | | 2 |
| 3 | Plotters | | 1 |
| 4 | Softwares | | 3 |
| | Total | | 10 |

**List of Equipment Available with the Firm
(minimum requirement for Category C)**

| S. No. | Name of Equipment | Type / Make | Nos. (Min.) |
|---------------|--------------------------|------------------------|--------------------|
| 1 | Computers / Laptops | | 3 |
| 2 | Printers | | 1 |
| 3 | Plotters | | 1 |
| 4 | Softwares | | 2 |
| | Total | | 7 |

F1: Financial Bid Form

The bidder shall quote in percentage of the cost of the DPR including all the taxes, incidental charges & contingencies as per format given below;

| Sl.No. | Name of the Project | Amount (in figures) | Amount (in words) |
|---------------|----------------------------------|----------------------------|--------------------------|
| 1. | Basic Fee for consultancy | | |

Name & Signature of Consultant (Authorized Signatory)

Stamp of the Consultancy Firm

Note: Fee offered above shall remain firm and fixed till completion of the contract.

**F 2:
PERFORMANCE BANK GUARANTEE**

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Consultant] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Consultant, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of Completion of work

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

* *An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.**

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

*** The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.**

**** 45 days after the end of the validity period of the Bid.**

Annexure - I

Evaluation Criteria

| S.No. | Technical Proposal Evaluation Criteria | Max. Marks |
|----------------------------|---|-------------------|
| 1 | Experience: Bidder should have prepared, got appraised from the technical agency appointed by Govt. of India and subsequent approval from GoI at least three similar Detailed Project Reports (DPR) (Category to be mentioned), each costing not less than Rs.10 Crore for Category A, 5.0 Crore for Category B and 2.50 Crore for Category C during last five years. (Ref. Annexure A) | 40 |
| 2 | Qualification of Technical Staff (Ref. Annexure B) | 30 |
| 3 | Turnover: Consultant should have a minimum Average Annual Turnover in the last three Financial Years ending 31 March 2014 of Rs.100 lacs 5.0 lacs for Category B and 2.50 lacs for Category C duly supported by balance sheet certified by the Chartered Accountant. (Ref. Annexure C) | 25 |
| 4 | Office Equipment / Accessories (Ref. Annexure D) | 5 |
| Total Maximum Score | | 100 |

Note: The bidder / consultant scoring less than 70% marks shall be disqualified from the bidding process.

Annexure A

1. Experience of Similar Work - Scoring Procedure for Category A

Experience: At least Three similar Detailed Project Reports (DPR), each costing not less than Rs.10 Crore (**Min. Marks – 30 & Max. Marks– 40**), in the last 5 years.

| Sr. No | Number of States | Marks |
|--------|---|-------|
| 1 | Above 10 DPR of Similar Category of Work | 40 |
| 2 | 4 – 10 DPR of Similar Category of Work | 35 |
| 3 | Minimum 3 DPR of Similar Category of Work | 30 |

2. Experience of Similar Work - Scoring Procedure for Category B

Experience: At least Three similar Detailed Project Reports (DPR), each costing not less than Rs.5.0 Crore (**Min. Marks – 30 & Max. Marks– 40**), in the last 5 years.

| Sr. No | Number of States | Marks |
|--------|---|-------|
| 1 | Above 10 DPR of Similar Category of Work | 40 |
| 2 | 4 – 10 DPR of Similar Category of Work | 35 |
| 3 | Minimum 3 DPR of Similar Category of Work | 30 |

3. Experience of Similar Work - Scoring Procedure for Category C

Experience: At least Three similar Detailed Project Reports (DPR), each costing not less than Rs.2.5 Crore (**Min. Marks – 30 & Max. Marks– 40**), in the last 5 years.

| Sr. No | Number of States | Marks |
|--------|---|-------|
| 1 | Above 10 DPR of Similar Category of Work | 40 |
| 2 | 4 – 10 DPR of Similar Category of Work | 35 |
| 3 | Minimum 3 DPR of Similar Category of Work | 30 |

Note:

1. The value of previous / old work(s) shall be up-graded / enhanced by 10% per year.

Annexure B

2. Qualification of Technical Staff – Scoring Procedure (minimum requirement) under Category A (Min. Marks – 20 & Max. Marks – 30)

| S. No | Staff Detail | Min. Strength | Years of Experience | Marks 30 Max. 20 Min. |
|-------|---|---------------|---------------------------------|-----------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | Above 15 Years 10 – 15 Years | 15 Max. 10 Min. |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | Above 10 Years 5 - 10 Years | 10 Max. 5 Min. |
| 3 | Architect / Planning Engineer | 1 Nos. | Above 5 Years | 5 Marks |

Qualification of Technical Staff – Scoring Procedure (minimum requirement) under Category B (Min. Marks – 20 & Max. Marks – 30)

| S. No | Staff Detail | Min. Strength | Years of Experience | Marks 30 Max. 20 Min. |
|-------|---|---------------|---------------------------------|-----------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | Above 12 Years 07 – 12 Years | 15 Max. 10 Min. |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | Above 07 Years 4-7 Years | 10 Max. 5 Min. |
| 3 | Architect / Planning Engineer | 1 Nos. | Above 4 Years | 5 Marks |

Qualification of Technical Staff – Scoring Procedure (minimum requirement) under Category C (Min. Marks – 20 & Max. Marks – 30)

| S. No | Staff Detail | Min. Strength | Years of Experience | Marks 30 Max. 20 Min. |
|-------|---|---------------|--------------------------------|-----------------------------|
| 1 | Senior Engineer / Project Manager (Civil) | 1 Nos. | Above 10 Years 5 – 10 Years | 15 Max. 10 Min. |
| 2 | Design Engineer (in respective category of work area) | 1 Nos. | Above 5 Years 1 - 5 Years | 10 Max. 5 Min. |
| 3 | Architect / Planning Engineer | 1 Nos. | Above 3 Years | 5 Marks |

Annexure C

3. Turnover - Scoring Procedure (Min. Marks – 15 & Max. Marks – 25) for Category A

| Sr. No. | Turnover (Rs. in Crore) | Marks |
|---------|----------------------------------|-------|
| 1 | Above 250 lacs | 25 |
| 2 | Above 100.0 lacs – upto 250 lacs | 20 |
| 3 | Minimum – 100 lacs | 15 |

Turnover - Scoring Procedure (Min. Marks – 15 & Max. Marks – 25) for Category B

| Sr. No. | Turnover (Rs. in Crore) | Marks |
|---------|---------------------------------|-------|
| 1 | Above 125 lacs | 25 |
| 2 | Above 50.0 lacs – upto 125 lacs | 20 |
| 3 | Minimum – 50. 0 lacs | 15 |

Turnover - Scoring Procedure (Min. Marks – 15 & Max. Marks – 25) for Category C

| Sr. No. | Turnover (Rs. in Crore) | Marks |
|---------|-----------------------------------|-------|
| 1 | Above 75 lacs | 25 |
| 2 | Above 25.0 lacs – up to 75.0 lacs | 20 |
| 3 | Minimum – 25. 0 lacs | 15 |

Annexure D

4. List of Equipment Available with the Firm - Scoring Procedure (minimum requirement) under Category A (Max. Marks – 5)

| SL. No. | Equipment | Marks |
|----------------|-------------------|--------------|
| 1 | Minimum – 13 Nos. | 5 |

List of Equipment Available with the Firm - Scoring Procedure (minimum requirement) under Category B (Max. Marks – 5)

| SL. No. | Equipment | Marks |
|----------------|-------------------|--------------|
| 1 | Minimum – 10 Nos. | 5 |

List of Equipment Available with the Firm - Scoring Procedure (minimum requirement) under Category C (Max. Marks – 5)

| SL. No. | Equipment | Marks |
|----------------|-------------------|--------------|
| 1 | Minimum – 07 Nos. | 5 |

Annexure E

Curriculum Vitae (CV) of Technical Staff

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

Name of project

Description of responsibilities

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

Certification:

- i. I am willing to work on the Project and I will be available for entire duration of the Project assignment as and when required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV Correctly describes myself, my qualifications and my

experience. Place..... (Signature and name of the Personnel)

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

Notes:

1. Use separate form for each Personnel
2. Each page of the CV shall be signed in Blue ink by both the Personnel concerned and by the Authorized Representative of the Bidder / Consultancy Firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**SECTION V: DRAFT
AGREEMENT**

Annexure II: Contract Agreement

Date: CONTRACT

AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2014

BETWEEN:

Punjab Municipal Infrastructure Development Company having its office at SCO 89-90, Sector 34-A, Chandigarh, India hereinafter referred to as "Client / PMIDC" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

a) The Client is desirous that the Consultant should carry out the work of preparation of DPR for various specified categories in the PROPOSAL of the RFP for PMIDC, the "Client". The Consultant, having represented to the Client that it has the required experience, professional skills, personnel & technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
b) The following documents in relation with Request for Proposal issued for selection of Consultants shall be deemed to form and be read and construed as part of this Agreement viz:

- i. Section I of the RFP
- ii. Section II of the RFP
- iii. Section III of the RFP
- iv. Section IV of the RFP
- v. Section V of the RFP
- vi. All Annexure (s), amendments, supplements, corrigendum or clarifications thereto
- vii. Notification of Award.

c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Consultant.

d) The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

i. the Consultant shall carry out the services in accordance with the provisions of the Contracts/LOA;

ii. The Consultant shall provide professional, objective and impartial advice and at all times hold the Client's interest paramount, strictly avoid conflicts with other assignments/ jobs,

downstream projects or their corporate interests and act without any consideration for future work; and

iii. The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by:
(Name and designation)
Authorized Signatory of the Company

Signed by:
Chief Engineer
BSEIDC