

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE  
DEVELOPMENT CORPORATION LIMITED, PATNA**

**REQUEST FOR PROPOSAL (RFP)**

FOR

SELECTION OF

**CONSULTANT**

FOR PREPARATION OF  
**DETAILED PROJECT REPORT (DPR) AND WORKS  
SUPERVISION**  
FOR "NALANDA HERITAGE DEVELOPMENT PLAN IN THE  
STATE OF BIHAR" UNDER THE DEPARTMENT OF ART,  
CULTURE & YOUTH (DIRECTORATE OF ARCHAEOLOGY),  
GOVT. OF BIHAR

## TABLE OF CONTENTS

<b>S. No.</b>	<b>Contents</b>	<b>Page No.</b>
	<i>Disclaimer</i>	3
	<i>Glossary</i>	4 - 5
1	<b><i>Invitation for Proposal</i></b>	6 – 9
2	<b><i>Instructions to Applicants</i></b>	9 - 15
	A. General	
	B. Documents	15 - 17
	C. Preparation and Submission of Proposal	17 - 23
	D. Evaluation Process	23 – 25
	E. Appointment of Consultant	25 – 26
3	<b><i>Criteria for Evaluation</i></b>	27 – 29
4	<b>Fraud and corrupt practices</b>	29 – 30
5	Pre-Proposal Conference	30
6	Miscellaneous	30 - 31
	<b>Schedules</b>	33 – 44
1	<b>Terms of Reference</b>	
2	<b>Form of Agreement</b>	45 – 68
	<b>Annex- A</b>	69 – 72
	<b>Annex – 1</b>	73
	Annex-2: Payment Schedule	74
	Annex-3: Bank Guarantee for Performance Security	75 – 76
3	<b>Guidance Note on Conflict of Interest</b>	77 – 78
	<b>Appendices</b>	
1	<b>Appendix-I: Technical Proposal</b>	
	<b>Form 1: Letter of Proposal</b>	80 – 82
	<b>Form 2: Particulars of the Applicant</b>	83 – 85
	<b>Form 3: Statement of Legal Capacity</b>	86
	<b>Form 4: Power of Attorney</b>	87 – 88
	<b>Form 5: Financial Capacity of Applicant</b>	89
	<b>Form 6: Particulars of Key Personnel</b>	90
	<b>Form 7: Proposed Methodology and Work Plan</b>	91
	<b>Form 8: Experience of Applicant</b>	92
	<b>Form 9: Experience of Key Personnel</b>	93
	<b>Form 10: Eligible Assignments of Applicant</b>	94
	<b>Form 11: Eligible Assignments of Key Personnel</b>	95
	<b>Form 12: CV of Professional Personnel</b>	96
2	<b>Appendix-II Financial Proposal</b>	97

### **DISCLAIMER**

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

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSEIDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the BSEIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## GLOSSARY

<b>Agreement</b>	As defined in Schedule-2
<b>Agreement Value</b>	As defined in Clause 6.1.2 of Schedule-2
<b>Applicable Laws</b>	As defined in Schedule-2
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.3.3
<b>Authorised Representative</b>	As defined in Clause 2.13.3
<b>BSEIDC</b>	As defined in Clause 1.1.1
<b>Bid Security</b>	As defined in Clause 2.20.1
<b>Contract Agreement</b>	As defined in Clause 1.1.2
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Conditions of Eligibility</b>	As defined in Clause 2.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.3.1
<b>Consultancy</b>	As defined in Clause 1.2
<b>Consultancy Team</b>	As defined in Clause 8 of Schedule-1
<b>Consultant</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>Deliverables</b>	As defined in Clause 5 of Schedule-1
<b>Documents</b>	As defined in Clause 2.12
<b>Effective Date</b>	As defined in Clause 2.1 of Schedule-2
<b>Eligible Assignments</b>	As defined in Clause 3.1.4
<b>Expatriate Personnel</b>	As defined in Clause 1.1.1(i) of Schedule-2
<b>Project Report</b>	As specified in Clause 5(F) of Schedule-1
<b>Financial Proposal</b>	As defined in Clause 2.15.1
<b>Form of Agreement</b>	Form of Agreement as in Schedule-2
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Inception Report</b>	As specified in Clause 4(A) of Schedule-1
<b>Time &amp; Payment schedule</b>	As defined in Clause 6 of Schedule-1

<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>Lead Member</b>	As defined in Clause 2.1.1
<b>LOA</b>	Letter of Award
<b>Member</b>	As defined in Clause 2.3.3(a)
<b>Official Website</b>	As defined in Clause 1.11.2
<b>Personnel</b>	As defined in Clause 1.1.1(n) of Schedule-2
<b>Professional Personnel</b>	As defined in Clause 2.14.6
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Project</b>	As defined in Clause 1.1.1
<b>Project Manager</b>	As defined in Clause 4.6 of Schedule-2
<b>Proposal</b>	As defined in Clause 1.2
<b>Proposal Due Date or PDD</b>	As defined in Clauses 1.5 and 1.8
<b>Resident Personnel</b>	As defined in Clause 1.1.1(o) of Schedule-2
<b>RFP</b>	As defined in Disclaimer
<b>Selection Process</b>	As defined in Clause 1.6
<b>Services</b>	As defined in Clause 1.1.1(q) of Schedule-2
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>Support Personnel</b>	As defined in Clause 2.14.6
<b>Team Leader</b>	As defined in Clause 2.1.4
<b>Technical Proposal</b>	As defined in Clause 2.14.1
<b>TOR</b>	As defined in Clause 1.1.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **Invitation for Proposal**

### **1.1 Background**

1.1.1 Department of Art, Culture & Youth (DACY), Govt. of Bihar through Directorate of Archaeology, Bihar engaged in discovering, preserving & conserving and developing the antiquarian remains, including monuments and potential archaeological-sites. Moreover, it conducts excavations of the important sites to unravel the mystery of the past and through exploration, it also identifies the potential archaeological remains. The Department regulates archaeological activities as per the provisions of the 'Bihar Ancient Monuments and Archaeological Site Remains and Art Treasure Act 1976'. The BSEIDC on behalf of the Department has envisioned to execute the NALANDA HERITAGE DEVELOPMENT PLAN IN THE STATE OF BIHAR involving Buddhist Institutions and establishing linkages with other prominent locations lying along the Buddhist trail in Bihar also including improvement of infrastructural facilities for Tourism Development of Nalanda Heritage Zone and some other sites of Archaeological importance/Heritage building as given by Department of Art, Culture & Youth/BSEIDC (the "**Project**") details of which is being annexed as Annexure-A and for this purpose intends to appoint a consultant for preparation of Detailed Project Report (DPR) and Works supervision for the Project. Annexure-A is only indicative in nature which may be increased or decreased.

1.1.2 The Project would be implemented in accordance with the terms and conditions stated in the subsequent contract agreement to be entered into between the BSEIDC and the "**Contractors**" (the "**Contract Agreement**").

1.1.3 In pursuance of the above, the BSEIDC has decided to carry out the process for selection of a Consultant for preparing the Detailed Project Report and Works Supervision in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

### **1.2 Request for Proposal**

The Government of Bihar proposes to execute the NALANDA HERITAGE DEVELOPMENT PLAN IN THE STATE OF BIHAR involving Buddhist Institutions and establishing linkages with other prominent locations lying along the Buddhist trail in Bihar also including Improvement of Infrastructural facilities for Tourism Development of Nalanda Heritage Zone in Bihar and therefore the Govt. of Bihar through BSEIDC invites Proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") who shall prepare a DPR for the Project and also provide Works Supervision consultancy.

The BSEIDC intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

#### **1.2.1 Award of Contract**

The sites will be offered to the selected consultant by the BSEIDC/Department individually or in groups. The work may be allotted to more than one and up to 3(Three) successful bidders.

### **1.3 Due diligence by Applicants**

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

### **1.4 Sale of RFP Document**

The RFP document may be obtained from the office of BSEIDC from 11.03.2013 during office hour on payment of non-refundable processing fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of Bank Draft drawn from any Nationalized / Scheduled Bank in India. The Bank draft should be in favour of “**Bihar State Educational Infrastructure Development Corporation Ltd.**” payable at Patna. **The RFP document may also be downloaded from the website [www.bseidc.in](http://www.bseidc.in). If downloaded from the website, the requisite Bank Draft shall have to be submitted at the time of submission of the bid.**

### **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180(one hundred eighty) days from the Proposal Due Date (the “PDD”).

### **1.6 Brief description of the Selection Process**

The BSEIDC 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. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

### **1.7 Currency conversion rate and payment**

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 50 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 Schedule of Selection Process

The BSEIDC would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/clarifications through e-mail :- <b>bseidc@gmail.com</b>	24.03.2013 Up To 6:00 PM
2.	Pre-Proposal Conference	25.03.2013 at 3:30 PM
3.	BSEIDC response to queries	01.04.2013
4.	Proposal Due Date or PDD	17.04.2013 at 3:30 PM
5.	Opening of Proposals	17.04.2013 at 4:00 PM
6.	Letter of Award (LOA)	Within 15 days of PDD
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	180 days of Proposal Due Date

## 1.9 Pre-Proposal visit to the Sites and inspection of data

Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for conservation, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. For this purpose, they will provide at least two days' notice to the Nodal Officer specified below:

**Shri Parvez Akhtar**  
**Director, (Museum)**  
Vikash Bhawan, New Secretariat  
Patna-800015, Bihar  
Mobile: 9234226009

And

**Dr. Atul Kumar Verma**  
**Director, (Archaeology)**  
Mobile: 9471861825

## 1.10 Pre-Proposal Conference

The Date, Time and Venue of Pre-Proposal Conference shall be:

Date: **25.03.2013**

Time: **3:30 PM**

Venue: **Conference Hall**  
**BSEIDC Ltd., Shiksha Bhawan,**  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India

## **1.11 Communications**

1.11.1 All communications including the submission of Proposal should be addressed to:

**Managing Director,**  
BSEIDC Ltd., Shiksha Bhawan,  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India  
Phone: 0612-2910314

1.11.2 The Official Website of the BSEIDC is:

**[www.bseidc.in](http://www.bseidc.in)**

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“RFP FOR SELECTION OF CONSULTANTS FOR PREPARATION OF  
DETAILED PROJECT REPORT(DPR) AND WORKS SUPERVISION FOR  
NALANDA HERITAGE DEVELOPMENT PLAN IN THE STATE OF BIHAR”**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the BSEIDC through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the BSEIDC’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the BSEIDC in the form specified at Schedule-2.
- 2.1.4 **Key Personnel**  
The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
<b>Architect - cum - Team Leader</b> (the “ <b>Team Leader</b> ”)	He will prepare the project report and lead, co-ordinate and supervise the multidisciplinary team for preparation of the detailed project report and Works Supervision.
<b>Archaeologist</b>	He will be responsible to prepare a detailed conservation note and to check whether conservation plan has been implemented as per conservation note.
<b>Urban/ Housing Planner</b>	He will be responsible for establishing the technical and engineering elements for the conservation, infrastructure requirements and other allied services/utilities at the site including relocation plans for various existing facilities.
<b>Landscape Architect</b>	He will be responsible for beautification work plan of the sites/monuments.
<b>Archaeological chemist</b>	He will be responsible for treatment of archaeological monuments and to study the physiochemical deterioration process that destroy the monuments.
<b>Project Engineer</b>	He will be responsible for execution of work as per approved design, drawing and specifications.

## 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 2 (two), out of which at least one (1) should be of Archaeological Survey of India/State Archaeology, Eligible Assignments as specified in Clause 3.1.4.

(B) **Financial Capacity:** The Applicant shall have received a minimum payment of Rs.20 (Twenty) Lacs from Professional fees or on account of conservation work in any one of the 3 (three) financial years preceding the Proposal Due Date.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Architect – cum - Team leader	M. Arch with specialization in conservation	10 years	He should have led the conservation planning teams for at least 2 (two) Eligible Assignments.
Archaeologist	Master Degree in Archaeology	10 years	He should have experience of similar work like preparation of DPR for conservation work of archaeological sites/monuments.
Urban/Housing Planner	Masters/ Bachelor in Architect/ Town Planning	10 years	He should have worked as urban/housing planner for at least 5 (five) heritage site or historical building/town.
Landscape Architect	Masters in Landscape Architecture	10 years	He should have similar experience of landscape architect for archaeological sites/monuments.
Archaeological Chemist	M.Sc. in Chemist	10 years	He should have similar experience of chemical conservation of archaeological sites/monuments.
Project Engineer	B.Tech/M.Tech in Civil Engineering	10/08 years	He will be responsible for execution of work as per approved design, drawing and specifications.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BSEIDC shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the BSEIDC for, *inter alia*, the time, cost and effort of the BSEIDC including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the BSEIDC hereunder or otherwise.
- 2.3.2 The BSEIDC requires that the Consultant provides professional, objective, and impartial advice and at all times hold the BSEIDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BSEIDC.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel ) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to

the BSEIDC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by the BSEIDC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the BSEIDC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the BSEIDC in accordance with the rules of the BSEIDC. For the avoidance of doubt, an entity affiliated with the Consultant

shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the BSEIDC, Project site etc. The BSEIDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project sites and ascertaining for themselves the sites conditions, location, surroundings, climate, access to the site, availability of drawings and other data with the BSEIDC/Department, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Applicant**

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

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

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

## **2.8 Right to reject any or all Proposals**

- 2.8.1 Notwithstanding anything contained in this RFP, the BSEIDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the BSEIDC reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
  - (b) the Applicant does not provide, within the time specified by the BSEIDC, the supplemental information sought by the BSEIDC for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the BSEIDC reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the BSEIDC, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

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

#### **Request for Proposal**

- 1 Background
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

## Schedules

1 **Terms of Reference**

2 **Form of Agreement**

Annexure-A: Indicative list of Sites/Monuments

Annexure-1: Terms of Reference

Annexure-2: Payment Schedule

Annexure-3: Bank Guarantee for Performance Security

3 **Guidance Note on Conflict of Interest**

## Appendices

### **Appendix-I: Technical Proposal**

**Form 1: Letter of Proposal**

**Form 2: Particulars of the Applicant**

**Form 3: Statement of Legal Capacity**

**Form 4: Power of Attorney**

**Form 5: Financial Capacity of Applicant**

**Form 6: Particulars of Key Personnel**

**Form 7: Proposed Methodology and Work Plan**

**Form 8: Abstract of Eligible Assignments of Applicant**

**Form 9: Abstract of Eligible Assignments of Key Personnel**

**Form 10: Eligible Assignments of Applicant**

**Form 11: Eligible Assignments of Key Personnel**

**Form 12: CV of Key Personnel**

### **Appendix-II: Financial Proposal**

## **2.10 Clarifications**

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

"Queries/Request for Additional Information concerning RFP for Preparation of DPR And Works Supervision for Nalanda Heritage Development Plan in the State of Bihar".

The BSEIDC shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The BSEIDC will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The BSEIDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the BSEIDC to respond to any question or to provide any clarification.

## **2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, the BSEIDC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

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

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

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

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

### **2.13 Format and signing of Proposal**

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

---

<sup>§</sup>While extending the Proposal Due Date on account of an addendum, the BSEIDC shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the BSEIDC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the BSEIDC reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

## **2.14 Technical Proposal**

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is provided;

- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
  - (d) CVs of all Professional Personnel have been included;
  - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
  - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
  - (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
  - (i) Professional Personnel proposed have good working knowledge of English language;
  - (j) Key Personnel would be available for the period indicated in the TOR;
  - (k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
  - (l) the proposal is responsive in terms of Clause 2.21.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the BSEIDC for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 Deleted
- 2.14.8 The BSEIDC reserves the right to verify all statements, information's and documents, submitted by the Applicant in response to the RFP. Any such

verification or the lack of such verification by the BSEIDC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the BSEIDC there under.

- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BSEIDC without the BSEIDC being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

## **2.15 Financial Proposal**

- 2.15.1 Applicants shall submit the financial proposal in the format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

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

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

- 2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the

submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the BSEIDC and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the BSEIDC, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the BSEIDC, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

**“Do not open, except in presence of the Authorised Person of the BSEIDC”**

If the envelope is not sealed and marked as instructed above, the BSEIDC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

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

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1

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

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

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

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Detailed Project Report by

the BSEIDC and Supervision of Works after award of work by due tendering process in discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted at or before 3.30 PM on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The BSEIDC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

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

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the BSEIDC prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the BSEIDC, shall be disregarded.

## **2.20 Bid Security**

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 02 (Two) Lakhs in the form of a Demand Draft/Bank Guarantee (valid for not less than 210 days) issued by any Nationalised/ Scheduled Banks in India in favour of "BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD" payable at Patna (the "**Bid Security**"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 210 (two hundred and ten) days from PDD.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the BSEIDC as non-responsive.

- 2.20.3 The BSEIDC shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the BSEIDC's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the BSEIDC as the mutually agreed pre-estimated compensation and damage payable to the BSEIDC for, *inter alia*, the time, cost and effort of the BSEIDC in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
  - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
  - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

- 2.21.1 The BSEIDC shall open the Proposals at 4:00 PM on 17.04.2013 at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the BSEIDC will determine whether each Proposal is responsive to the requirements of the RFP. The BSEIDC may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;

- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.21.4 The BSEIDC 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 BSEIDC in respect of such Proposals.

2.21.5 The BSEIDC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

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

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the BSEIDC. Applicants shall be deemed to have understood and agreed that the BSEIDC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

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

## **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained

professional adviser advising the BSEIDC in relation to matters arising out of, or concerning the Selection Process. The BSEIDC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The BSEIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.23 Clarifications**

- 2.23.1 To facilitate evaluation of Proposals, the BSEIDC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the BSEIDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the BSEIDC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the BSEIDC.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.
- 2.24.2 The BSEIDC/Department will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the BSEIDC/Department.

### **2.25 Substitution of Key Personnel**

- 2.25.1 The BSEIDC will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSEIDC.
- 2.25.2 The BSEIDC expects all the Key Personnel to be available during implementation of the Agreement. The BSEIDC will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally

or better qualified and experienced personnel being provided to the satisfaction of the BSEIDC.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

## **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the BSEIDC for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.27 Award of Consultancy**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the BSEIDC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

## **2.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.29 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the BSEIDC may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

## **2.30 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the BSEIDC or submitted by an Applicant to the BSEIDC shall remain or become the property of the BSEIDC. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The BSEIDC 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 BSEIDC in relation to the Consultancy shall be the property of the BSEIDC.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	<b>Relevant Experience of the Applicant</b>	<b>25</b>	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other similar work in the archaeological sectors; and (iii) overall turnover, experience and capacity of the firm.
2.	<b>Proposed Methodology and Work Plan</b>	<b>5</b>	Evaluation will be based on the quality of submissions.
3.	<b>Relevant Experience of the Key Personnel</b>	<b>70</b>	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in archaeological sectors.
3(a)	Architect- cum - Team Leader	20	
3(b)	Archaeologist	10	
3(c)	Urban/ Housing Planner	10	
3(d)	Landscape Architect	10	
3(e)	Archaeological Chemist	10	
3(f)	Project Engineer	10	
<b>Grand Total</b>		<b>100</b>	

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be

awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

#### 3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of detailed project report, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Preparation of DPR And / or Works Supervision up to work completion for Conservation of Heritage/Archaeological sites, monuments including structural conservation, chemical conservation, beautification and their development having an estimated project cost of at least Rs. 1 (one) crore in India, or
- (ii) Conservation work of Heritage/Archeological sites, monuments, historic headstones, footstones having an estimated project cost of at least Rs. 1 (one) crore in India.

### 3.2 Short-listing of Applicants

Deleted

### 3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, including Additional Costs, will be considered.
- 3.3.3 The BSEIDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### 3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BSEIDC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the BSEIDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BSEIDC for, *inter alia*, time, cost and effort of the BSEIDC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the BSEIDC under Clause 4.1 hereinabove and the rights and remedies which the BSEIDC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the BSEIDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the BSEIDC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the BSEIDC 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 Section, 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 BSEIDC 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 BSEIDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, 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 BSEIDC 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 BSEIDC 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 among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

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

## **6. MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over

- all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The BSEIDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the BSEIDC by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the BSEIDC, 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.
- 6.4 All documents and other information supplied by the BSEIDC or submitted by an Applicant shall remain or become, as the case may be, the property of the BSEIDC. The BSEIDC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The BSEIDC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# **SCHEDULES**

## **TERMS OF REFERENCE (TOR)**

### **1. GENERAL**

- 1.1 The BSEIDC seeks the services of qualified firms for preparing a Detailed Project Report and Works Supervision for "Nalanda Heritage Development Plan in the State of Bihar.(the “**Project**”) The details of sites is being annexed as Annexure -A. The Terms of Reference (the “**TOR**”) for this assignment are specified below.

### **2. OBJECTIVE**

- 2.1 The objective of this Consultancy is to prepare a Detailed Project Report & Works Supervision to execute the NALANDA HERITAGE DEVELOPMENT PLAN in the State of Bihar involving Buddhist Institutions and establishing linkages with other prominent locations lying along the Buddhist trail in Bihar also including improvement of infrastructural facilities for Tourism Development of Nalanda Heritage Zone. Report will include, but not limited to, provide clear guidance on land use plan, heritage management plan for the purpose of firming up the BSEIDC’s requirements in respect of development of the Project. This would enable the prospective bidders to assess the Department’s requirements in a clear and predictable manner.
- 2.2 The objective of the Project is to preserve, conserve, beautify & develop existing known Heritage/Archaeological sites. It will contain detailed mapping of all areas of Heritage/Archaeological potential and will provide an effective and efficient way of ensuring Heritage/Archaeological sites to be conserved and development activities. The report will also provide valuable communication and education tool that can help residents recognize the importance of archaeological resources and heritage structures, and to better understand the cultural heritage of the State. The Project Report would provide:
- (a) Options for the conservation of the sites and recommend the most suitable option for such conservation by the Government;
  - (b) integrated development with the beautification of surrounding areas and conservation of the archaeological sites/monuments and heritage structures;
  - (c) minimal adverse impact on the local population and on environment; and
  - (d) item wise and component wise detailed cost estimate for execution of the project.
  - (e) improvement of infrastructural facilities for tourism development.

### **3. SCOPE OF SERVICES**

### 3.1 Scope of Services

The Services to be performed by the Consultant shall include but not be limited to the following:

- (i) to execute the Nalanda Heritage Development Plan in the state of Bihar involving Buddhist Institutions and establishing linkages with other prominent locations lying along the Buddhist trail in Bihar also including improvement of infrastructural facilities for Tourism Development of Nalanda Heritage Zone;
- (ii) preparation of detailed conservation note explaining options for the conservation of the sites and recommending the most suitable option for such conservation by the Government;
- (iii) provide an Heritage/Archaeological site potential model for identified sites, location, past and present land uses, environmental and cultural historical data which will include a thematic overview of the settlement history for archaeological sites/monuments;
- (iv) plan guidelines for archaeological & Heritage site conservation preservation and development including procedure and processes. The guideline would be developed for internal staff and external planning consultant to ensure a consistent approach to the development and conservation of archaeological sites;
- (v) plan a management strategy for known archaeological sites, including a conservation plan strategy for on-site preservation or if there are excavations, artefact storage and curation involving local and/or regional institution such as museums;
- (vi) consider a strategy to investigate the potential for a secure re-interment site and interpretation center for the artifacts and remains, where preservation in their current location is not possible;
- (vii) consider contingencies for the protection of archaeological & heritage sites in urgent situation;
- (viii) ascertain engagement and consultation requirements for the development, protection and management of archaeological & heritage sites;
- (ix) ascertain and study development plans of surrounding areas which could have a bearing on the Project;
- (x) estimate the additional requirements of infrastructure services/utilities such as roads, drainage, sewerage, water supply, public convenience and electrification etc. for the proposed Project;
- (xi) prepare a plan for development of the site which will include, but not be limited to, beautification, chemical wash, gardening signage display, and other allied services;
- (xii) assess and plan for permanent and temporary diversion of utilities, if any;

- (xiii) prepare submissions for the purpose of obtaining in-principle statutory clearances for the Project Report and assist the BSEIDC in obtaining such approvals/ clearances, if any;
- (xiv) prepare preliminary design and design criteria/ outline specification for development of the sites;
- (xv) prepare preliminary cost estimates of development and conservation as per the BSEIDC's requirement; and
- (xvi) preparation of detailed, estimates, bill of quantities and tender documents for each individual site on the basis of the components identified for intervention.
- (xvii) Bid management process and assistance in Contractor Selection including the following:

(A)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;

(B) Release of Tender Documents

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

(C) 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
4. Preparation of Good for Construction Drawings for each site.

(xviii) Construction management and quality assurance - Supervision of execution of construction works at site, project management and quality control in accordance with the prevailing norms and procedures prescribed by the BSEIDC/Government of Bihar.

(xix) Verification of the quality and quantity of the goods and services provided by contractors and vendors and preparation/verification of the Running Bills (Work in Progress Bills) and final Bill as submitted by the contractor from time-to-time

(xx) Submission of Completion reports and plans.

- (xxi) Assess existing provisions of the Bihar Ancient Monuments and Archaeological Site Remains and Art Treasure Act 1976 and make proposal for modification including preparation of rules required if any.

The consultant will follow Conservation Manual of John Marshall as published by Archaeological Survey of India during performing his scope of service. These services to be provided by the consultant are briefly explained hereunder:

## **3.2 Studies, Surveys and Investigations**

**3.2.1** The consultant will review the geographical and historical information for the site which are part of the project and completes a detailed land use study. The land use study is to include a review of archeological land use. The consultant will conduct site specific assessment and will delineate and evaluate the significance of the site and will also make recommendation for mitigation measures. Following surveys and studies shall be conducted as part of this Consultancy:

- (i) reconnaissance survey;
- (ii) study of existing drawings, as-built survey, survey of structural formwork and condition assessment;
- (iii) study of present layouts and functioning;
- (iv) study for identification of sensitive structures; and

Any other study or survey which the Consultant considers necessary or which the BSEIDC may stipulate for successful completion of the Services under the Consultancy shall also be carried out.

## **3.2.2 Conservation Note**

The consultant shall study the existing requirement of BSEIDC and its priorities regarding the conservation of the archaeological sites/monuments. It will also assess the present and future requirement of conservation for the identified sites/monuments and need for beautification and development. It will include method of conservation treatment using the most appropriate, efficient and effective methods to stabilize, clean, consolidate, repair and preserve the sites/monuments.

## **3.2.3 Survey of the existing sites**

The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. The conservation proposals should be primarily confined to the site. However, to achieve the objective of harmonious development with the surrounding areas and adequately meeting the need for conservation, the Consultant shall take into account essential requirements such as infrastructure requirements in surrounding areas of the site and integrate the same to the extent possible in the Project Report.

## **3.3 Standards and Specifications**

- 3.3.1 While preparing the Report of the Project, the Consultant shall generally follow the standards and specifications laid down in the Conservation Manual of John Marshal published by Archaeological Survey of India. The Consultant shall also take into account the Archaeological Sites and Remains Act, 1958 and Bihar Ancient Monuments and Archaeological Site Remains and Art Treasure Act 1976 and relevant provisions of any other codes/ manuals/ circulars while preparing the Project Report and outline specifications stated above.
- 3.3.2 The Consultant shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide the BSEIDC options to choose from. These alternatives shall be presented at an intermediate stage before the submission of the draft report. The Consultant will assess approximate costs and benefits of different alternatives and present them to the BSEIDC. The Consultant shall rework/ modify the scheme based on interactions with and observations of the BSEIDC. The BSEIDC might selectively choose some concepts from each alternative and the Consultant may be asked to develop more alternatives incorporating these concepts to the satisfaction of the BSEIDC. The Consultant might be asked to present details regarding these alternatives to enable the BSEIDC to select one of them.
- 3.3.3 After the conclusion of bidding for the project, any part of the Detailed Project Report provided by the Consultant including plans must not be capable of being challenged by the selected bidders on architectural, technical or practical considerations. It will be the Consultant's responsibility to fully defend the solutions proposed by him should these be questioned by the BSEIDC or the bidders at any stage of the bidding process for award of the concessions and any modification or change required in the Detailed Project Report shall be made by the Consultant. No separate payment shall be made for this purpose and all costs for these changes shall be deemed to be included in the overhead costs of the Consultant.
- 3.3.4 The Consultant shall provide a complete dimensioned layout of the proposed Project superimposed on the detailed site plans to enable the prospective bidders to prepare realistic financial bids and the selected bidders to fully appreciate their responsibility. He shall supplement the proposed layout with explanatory drawings, statements, charts, notes, etc. and provide preliminary cost estimates. He shall also provide sufficient information in the Detailed Project Report which shall help the Financial Consultant to appraise the Project before the bids are invited, and the bidders to do due diligence before submitting their respective bids.
- 3.3.5 The Consultant shall provide for adequate open space such as parks, fountains, and green landscaping in the plan so that the Project adds value to the quality of the environment. The drawings for conservation and development should adequately address the requirements of public amenities.

### **3.3.6 Preliminary Design**

- a) After receiving the approval of the BSEIDC on the Preliminary report, the Consultant shall prepare the preliminary drawings with sufficient details to

judge the feasibility and conservability of various layouts and prepare Preliminary Design for conservation of the various archeological facilities and at the same time also prepare designs for infrastructure facilities. Preliminary design shall be adequately detailed so that interest of the BSEIDC is fully safeguarded by clear planning and conservation parameters. Preliminary Design shall be submitted at the time of submission of the Detailed Project Report. The Consultant shall further amplify the major elements of conservation plan and design of the various infrastructure facilities such as communications systems, landscaping, public amenities etc. in sufficient detail so as to demonstrate the constructability and feasibility of the Plan.

- b) After the preliminary drawings are finalised, a physical model shall be prepared and submitted to the BSEIDC. The size and scale of the physical model shall be adequate to illustrate the concepts. The Consultant shall modify the physical model matching with modifications carried out during the process of approval. Separate models should be prepared for each site.

### **3.3.7 Specification and Standards**

The Consultant shall prepare the technical specifications and standards that would govern the conservation of the Project and the development thereof. The Consultant shall actively assist the BSEIDC/Department in preparation of documents, reports, drawings etc. to enable the BSEIDC/Department to logically argue its case and get the issues satisfactorily resolved. Consultant shall prepare plans conforming to the extant urban or any other bylaws if it exists with a view to enabling an 'in principle' approval of concerned authorities.

### **3.4 Utility Relocation Plans**

The Consultant shall carry out the survey of all utilities and prepare a set of utility drawings including any plans for their shifting. The Consultant shall prepare conceptual diversion plans as might be required for carrying out development of the Project.

### **3.5 Blank.**

### **3.6 'In-principle' approval from concerned authorities**

The Consultant shall proactively assist the BSEIDC in obtaining 'In principle' approval for the Detailed Project Report from all concerned local authorities, other Government Departments which are required as per law. The Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Team Leader who is duly authorised to sign the submissions shall sign and make necessary submissions in this regard. The Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by Project Team. The responsibility for defending the plans/ proposals and designs including modifications thereto, if any shall remain with the Consultant

### **3.7 Financial analysis and bid process**

The Consultant shall provide the estimated conservation costs including beautification, operation and maintenance and development costs as part of its report of the Project.

#### **4. PREPARATION OF REPORTS**

In pursuance of this TOR, the Consultant shall prepare the following Reports as a part of this Consultancy. These reports are not intended to be used as final products but as intermediate inputs for obtaining the BSEIDC feedback to aid preparation of the Detailed Project Report. The Consultant shall submit the draft of each report to the BSEIDC at least two weeks before its final submission. Upon submission of draft reports, the BSEIDC will scrutinize the draft reports and convey its observations to the Consultant through the Project Team. The Consultant shall make necessary presentations, attend meetings and provide clarifications during the BSEIDC's scrutiny. The Consultant shall address the Project Team's observations and carry out necessary additional work, rectification, modification, clarification etc. and submit the final report thereafter. On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "**Inception Report**"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the methodology to be followed and Work Plan. This submission will be for reference purposes only to map out the method and manner in which the Consultant plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final deliverables and visits of Key Personnel prepared in consultation with the Project Team.

##### **4.1 Preliminary Report**

The Consultant shall prepare the preliminary plans of the Project and based on the BSEIDC feedback on its recommendations, the Consultant shall prepare the proposed plan containing all necessary details generally shown on such plans. This report would contain preliminary studies, surveys and investigations, options for conservation of structures/monuments, study of layouts etc. and shall be delivered as the Preliminary Report (the "**Preliminary Report**"). Should any revision of these plans and paper become necessary during subsequent reviews, the Consultant shall revise the same to the satisfaction of the BSEIDC.

##### **4.2 Blank**

##### **4.3 Capital Expenditure (Capex) Report**

4.3.1 The Consultant shall prepare a preliminary cost estimate for the Project including but not limited to infrastructure development, cost of archeological conservation, and additional infrastructure facilities for coping with the beautification, etc. Cost estimates during concept proposal stage may be approximate based on typical relationship of quantities such as floor area/volume etc. At DPR stage, preliminary cost estimates for mandatory capital expenditure shall be based on preliminary BOQ or typical relationship of quantities/area or a combination thereof, as appropriate, so as to give a reasonable assessment of cost for taking administrative and financial decisions. Cost estimates shall include all the costs including cost of archaeological renovation, relocation of structures if any, cost of augmenting infrastructure, etc. As a principle for preparation of financial analysis, the

consultants shall provide alternatives so as to make the project a zero cost for the government, as far as practicable. The idea is to sustain the project in the long run which does not mean that the project have to be a sustainable one..

4.3.2 The above report including such cost estimates for the Project shall be delivered as the Capital Expenditure (Capex) Report (the “**Capital Expenditure Report**”).

**5. DELIVERABLES**

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. 20 (twenty) hard copies and 3 (three) soft copies in CDs of all the Reports mentioned herein below shall be submitted to the BSEIDC. The Deliverables shall include:

**A. Inception Report**

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan. It shall also include a Reference Detailed Conservation Note derived from their previous work experience or from similar other project as an example of how the final product of the consultancy may shape up. This submission will be for reference purposes only to clearly map out the method and manner in which the Consultant plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final Deliverables and visits of Key Personnel prepared in consultation with the Project Team.

**B. Preliminary Report (Refer Clause 4.1)**

**C. In-principle Approval from concerned authorities (Ref. Cl. 3.6)**

**D. Utility Relocation Plans**

Utility-wise preliminary plans together with approximate costs for shifting/relocation shall be provided.

**E. Capital Expenditure Report (Refer Clause 4.3)**

**F. Detailed Project Report**

The detailed project report (the “**Project Report**” ) shall include the revised and updated conservation Plan after incorporating observations of the BSEIDC, an executive summary of relevant survey/study reports, site plans, drawings of landscape design, structure relocation, costing, plans for area development, preliminary risk analysis., and shall, at a minimum, consist of but not be limited to the following:

- (i) Utility Drawings
- (ii) Specification and Standards
- (iii) Conservation Period
- (iv) Project Cost
- (v) Drawings

**G. Assistance during bid process**

The Consultant shall provide assistance to the BSEIDC, if required, in preparation of bid documents. The Consultant shall also participate in Pre-bid Conferences and assist in preparation of answers to the Bidders' queries on technical aspects of the Bid Documents.

**H. Provide Works Supervision during construction period**

**6. TIME AND PAYMENT SCHEDULE**

6.1 Total duration for the contract for preparation of Detailed Project Report and Work Supervision for all the site/ monuments shall be 03 (three) years. However, the consultant shall be required to submit DPR in phased manner as decided by BSEIDC/Department.

**6.2 PAYMENT SCHEDULE**

Stage	Item of Work	% of Contract Price payable	Remarks
I	Preparation of Concept Designs & Plans Preliminary Estimate and their approval by BSEIDC/Department Preparation and submission of drawings for Statutory Authorities approval and on receiving approval of statutory authorities	15%	
II	Preparation of DPR, Specifications. Detailed Tender Drawings, Detailed Estimate, BOQ and Tender documents.	20%	
III	Preparation of detailed working drawings for all works under the scope including Architecture, Civil Structure.	15%	
IV	On satisfactory supervision of construction work and making necessary changes in drawings etc. where required .	40%	This Payment to be made in installments in proportion to the value of works executed by the Works Contractor.
VIII	As built drawings, obtaining completion certificate and finalization of accounts	10%	

**7 MEETINGS WITH THE BSEIDC/DEPARTMENT**

7.1 The Consultancy requires close interaction with the project team (the "ProjectTeam") that will be nominated by the BSEIDC/Department at Patna for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Consultant shall interact with the Project Team at regular intervals with each meeting attended by at least one Key Personnel, for presenting the work completed and obtaining Project team's feedback. Each meeting shall be minuted by the Consultant and submitted to the BSEIDC/Department for record. The Team Leader must participate in these meetings on dates to be mutually agreed between the BSEIDC and the Consultant having regard to avoiding his unnecessary travel. In addition, the Team Leader or respective Key Personnel shall make formal presentations in the BSEIDC office at Patna as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the BSEIDC in these presentations shall be minuted by the Consultant and be considered as the BSEIDC's tentative response. Consultant shall actively associate in the BSEIDC's reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the BSEIDC/Department will send brief formal responses to the Consultant in response to the Consultant's request for

certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective Deliverables including subsequent revisions of final reports by the Consultant.

7.2 The BSEIDC/Department will review the progress of the Consultancy in monthly meetings to be held at Patna. The Team Leader and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings. Personnel costs of such meetings would be deemed as included in the Financial Proposal.

**8. CONSULTANCY TEAM AND PROJECT OFFICE**

8.1 The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience. However, for day to day coordination and management of the Consultancy Team’s work, the Consultant shall appoint a Project manager (the “**Project Manager**”) who will be a senior Professional Personnel from the Lead Member with a minimum of 15 years of professional experience. The Project Manager shall be deployed full time at Project site during the first 12 (twelve) months of the Agreement.

8.2 The Consultant shall establish a Project Office at a suitable location in Patna or other suitable location within Bihar for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 12 (twelve) months as specified in the Deployment Schedule forming part of the Agreement. The authorized officials of the BSEIDC may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is expected of the Consultant to carry out the operations from its Project Office. However, he may work from his Head/ Home Office for the remaining consultancy services beyond the first 12 (twelve) months. But , the supervision team will continue at the site till the completion of the work.

8.3 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the BSEIDC and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the BSEIDC as and when asked for and a copy of such record shall be submitted to the BSEIDC at the end of each calendar month.

8.4 The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

**(a) Architect and Team Leader**

Educational Qualifications	Masters in Conservation
Essential Experience	15 years He should have prepared the Archaeological Management Plan and have led the team for at least 3 (three) Eligible Assignments.

Job responsibilities	He will prepare the project report and lead, coordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report.
----------------------	--

**(b) Archaeologist**

Educational Qualifications	Master Degree in Archaeology
Essential Experience	10 Years He should have experience of similar work like preparation of DPR for conservation work of archaeological sites/monuments.
Job responsibilities	He will be responsible to prepare a detailed conservation note and to check whether conservation plan has been implemented as per conservation note.

**(c) Urban/ Housing Planner**

Educational Qualifications	Masters/Bachelor in Architecture/ Town Planning
Essential Experience	10 years He should have worked as urban/ housing planner for at least 5 (five) heritage site or historical building.
Job responsibilities	He will be responsible for establishing the technical and engineering elements for the conservation, infrastructure requirements and other allied services/utilities at the site including relocation plans for various existing facilities.

**(d) Landscape Architect**

Educational Qualifications	Masters in Landscape Architecture
Essential Experience	10 years He should have similar experience of landscape architect for archaeological sites/monuments.
Job responsibilities	He will be responsible for beautification work plan of the site/monuments.

**(e) Archaeological Chemist**

Educational Qualifications	M.Sc. in Chemist
Essential Experience	10 years He should have similar experience of chemical conservation of archaeological sites/monuments.

Job responsibilities	He will be responsible for treatment of archaeological monuments and to study the physiochemical deterioration process that destroy the monuments.
----------------------	--

**(f) Project Engineer**

Educational Qualifications	B.Tech./M.Tech in Civil Engineering
Essential Experience	10/8 years He should have similar experience in civil construction works of archaeological sites/monuments.
Job responsibilities	He will be responsible for execution of work as per approved design, drawing and specifications.

**9. COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the BSEIDC in soft form apart from the Deliverables indicated in Clause 5 above. The study outputs shall remain the property of the BSEIDC and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the BSEIDC. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the BSEIDC and a communication by the BSEIDC to that effect.

**SCHEDULE-2**

*(See Clause 2.1.3)*

**AGREEMENT**

**FOR**

**PREPARATION OF DETAILED PROJECT REPORT  
AND WORKS SUPERVISION**

**FOR**

**NALANDA HERITAGE DEVELOPMENT PLAN IN THE  
STATE OF BIHAR**

# CONTENTS

<b>CONTENTS</b>		<b>Page no.</b>
<b>1. General</b>		49
1.1	Definitions and Interpretation	50
1.2	Relation between the Parties	50
1.3	Rights and Obligations	50
1.4	Governing law and jurisdiction	50
1.5	Language	51
1.6	Table of contents and headings	51
1.7	Notices	51
1.8	Location	51
1.9	Authority of Member-in-Charge	52
1.10	Authorised representatives	52
1.11	Taxes and duties	
<b>2. Commencement, Completion and Termination of Agreement</b>		52
2.1	Effectiveness of Agreement	52
2.2	Commencement of Services	52
2.3	Termination of Agreement for failure to commence Services	52
2.4	Expiration of Agreement	52
2.5	Entire Agreement	53
2.6	Modification of Agreement	53
2.7	Force Majeure	54
2.8	Suspension of Agreement	54
2.9	Termination of Agreement	54
<b>3. Obligations of the Consultant</b>		56
3.1	General	56
3.2	Conflict of Interest	58
3.3	Confidentiality	59
3.4	Liability of the Consultant	60
3.5	Insurance to be taken out by the Consultant	60
3.6	Accounting, inspection and auditing	61
3.7	Consultant's actions requiring the BSEIDC's prior approval	61
3.8	Reporting obligations	61
3.9	Documents prepared by the Consultant to be the property of the BSEIDC	61
3.10	Equipment and materials furnished by the BSEIDC	62
3.11	Providing access to the Project Office and Personnel	62
3.12	Accuracy of Documents	62
<b>4. Consultant's Personnel</b>		62
4.1	General	62
4.2	Blank	62
4.3	Approval of Personnel	62
4.4	Substitution of Key Personnel	63
4.5	Working hours, overtime, leave etc.	63
4.6	Resident Team Leader and Project Manager	63

<b>5.</b>	<b>Obligations of the BSEIDC</b>	
5.1	Assistance in clearances etc.	63
5.2	Access to land and property	64
5.3	Change in Applicable Law	64
5.4	Payment	64
<b>6.</b>	<b>Payment to the Consultant</b>	
6.1	Cost estimates and Agreement Value	64
6.2	Currency of payment	64
6.3	Mode of billing and payment	65
<b>7.</b>	<b>Liquidated damages and penalties</b>	
7.1	Performance Security	66
7.2	Liquidated Damages	66
7.3	Penalty for deficiency in Services	67
<b>8.</b>	<b>Fairness and Good Faith</b>	
8.1	Good Faith	67
8.2	Operation of the Agreement	67
<b>9.</b>	<b>Settlement of Disputes</b>	
9.1	Amicable settlement	67
9.2	Dispute resolution	67
9.3	Conciliation	67
9.4	Arbitration	68
	<b><u>ANNEXURES</u></b>	
	Annexure A: Indicative list of sites/Monuments	69-72
	Annexure 1 : Terms of Reference	73
	Annexure 2: Payment Schedule	74
	Annexure 3: Bank Guarantee for Performance Security	75-76

## **AGREEMENT No:-**

**Name of Work:-** Preparation of Detailed Project Report And Works Supervision for NALANDA HERITAGE DEVELOPMENT PLAN in the state of Bihar.

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2012, between, on the one hand, the Bihar State Educational Infrastructure Development Corporation Ltd. (hereinafter called the “**BSEIDC**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

### **WHEREAS**

- (A) The BSEIDC vide its Request for Proposal for Preparation of Detailed Project Report & Works Supervision (hereinafter called the “**Consultancy**”) for Nalanda Heritage Development Plan in the State of Bihar (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the BSEIDC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the BSEIDC on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the BSEIDC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1. GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2; “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of Bihar;
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the BSEIDC or the Consultant, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Third Party**” means any person or entity other than the Government, the BSEIDC, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

The mutual rights and obligations of the BSEIDC and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the BSEIDC shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Patna shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the BSEIDC; provided that notices or other communications to be given to an address outside Patna may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the BSEIDC;

- (b) in the case of the BSEIDC, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the BSEIDC with a copy delivered to the BSEIDC Representative set out below in Clause 1.10 or to such other person as the BSEIDC may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Patna it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**1.9 Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the BSEIDC/Department under this Agreement, including without limitation the receiving of instructions and payments from the BSEIDC/Department.

**1.10 Authorised Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the BSEIDC or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The BSEIDC/Department may, from time to time, designate one of its officials as the Representative.

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

-----  
 -----  
 Tel: -----  
 Mobile: -----  
 Fax: -----  
 Email: -----

## **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the BSEIDC shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the BSEIDC may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

### **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the BSEIDC; and (ii) the expiry of 3 (three) year from the Effective Date. Upon Termination, the BSEIDC shall make payments of all amounts due to the Consultant hereunder.

### **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

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

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (d)

#### 2.7.4 Extension of time

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

#### 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.6 Consultation

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

### **2.8 Suspension of Agreement**

The BSEIDC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

### **2.9 Termination of Agreement**

2.9.1 The BSEIDC may, by not less than 30 (thirty) day's written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the BSEIDC may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Consultant submits to the BSEIDC a statement which has a material effect on the rights, obligations or interests of the BSEIDC and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the BSEIDC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 Delete

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the BSEIDC/Department, and shall at all times support and safeguard the BSEIDC's/Department legitimate interests in any dealings with Third Parties.

##### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annexure-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel of the Consultant comply with the Applicable Laws.

#### **3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the BSEIDC in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the BSEIDC in accordance with the rules of the BSEIDC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the BSEIDC shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, 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 any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the BSEIDC shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the BSEIDC towards, *inter alia*, the time, cost and effort of the BSEIDC, without prejudice to the BSEIDC's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the BSEIDC under Clause 3.2.5 above and the other rights and remedies which the BSEIDC may have under this Agreement, if the Consultant is found by the BSEIDC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the BSEIDC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BSEIDC who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 BSEIDC, 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 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 adviser the BSEIDC in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the BSEIDC under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the BSEIDC 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 among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the BSEIDC to the Consultant, and the Personnel; any information provided by or relating to the BSEIDC, its technology, technical processes, business affairs or finances or any information relating to the BSEIDC’s employees, officers or other professionals or suppliers, customers, or contractors of the BSEIDC; and any other information which the Consultant is

under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the BSEIDC.

Notwithstanding the aforesaid, the Consultant, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and the Personnel of either of them shall give the BSEIDC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the BSEIDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the BSEIDC's property, shall not be liable to the BSEIDC:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Consultant**

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the BSEIDC, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the BSEIDC, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the BSEIDC shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the BSEIDC.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 6 (six) crore;

(b) employer's liability and worker's compensation insurance in respect to the Personnel of the Consultant in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail and will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- (b) permit the BSEIDC or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the BSEIDC.

### **3.7 Consultant's actions requiring the BSEIDC's prior approval**

The Consultant shall obtain the BSEIDC's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel which are not listed/approved.
- (b) Delete
- (c) any other action that is specified in this Agreement.

### **3.8 Reporting obligations**

The Consultant shall submit to the BSEIDC the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.[]

### **3.9 Documents prepared by the Consultant to be property of the Department /BSEIDC.**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant in performing the Services shall become and remain the property of the Department/BSEIDC, and all intellectual property rights in such Consultancy Documents shall vest with the Department/BSEIDC. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Department/BSEIDC under law, shall automatically stand assigned to the Department/BSEIDC as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Department/BSEIDC may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Department/BSEIDC, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Department/BSEIDC.
- 3.9.3 The Consultant shall hold the Department/BSEIDC harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Department/BSEIDC.

### **3.10 Equipment and materials furnished by the BSEIDC**

Equipment and materials made available to the Consultant by the BSEIDC shall be the property of the BSEIDC and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the BSEIDC, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the BSEIDC. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the BSEIDC in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the BSEIDC, and officials of the BSEIDC having authority from the BSEIDC, are provided unrestricted access to the Project Office and to all Personnel during office hours. The BSEIDC's official, who has been authorised by the BSEIDC in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the BSEIDC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. CONSULTANT'S PERSONNEL**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Delete**

### **4.3 Approval of Personnel**

4.3.1 The Professional Personnel shall be engaged with prior approval of the BSEIDC.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the BSEIDC its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The BSEIDC may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the BSEIDC's consideration. In the event the BSEIDC does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the BSEIDC.

#### **4.4 Substitution of Key Personnel**

The BSEIDC expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The BSEIDC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSEIDC. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

#### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Leave taken by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the BSEIDC, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Resident Team Leader and Project Manager**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordination, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

### **5. OBLIGATIONS OF THE BSEIDC**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the BSEIDC shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, and its Personnel with work permits and such other documents as may be necessary to enable the Consultant Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## **5.2 Access to land and property**

The BSEIDC warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

## **5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the BSEIDC shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6. PAYMENT TO THE CONSULTANT**

### **6.1 Cost estimates and Agreement Value**

#### 6.1.1 Delete

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....), as specified in Appendix-II.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### 6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annexure-2 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the BSEIDC, the work pertaining to the preceding stage.
  - (ii) The BSEIDC shall pay to the Consultant, only the undisputed amount.
- (b) The BSEIDC shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the BSEIDC of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the BSEIDC. The Services shall be deemed completed and finally accepted by the BSEIDC and the final deliverable shall be deemed approved by the BSEIDC as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the BSEIDC unless the BSEIDC, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The BSEIDC shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the BSEIDC.
- (d) Any amount which the BSEIDC has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the BSEIDC within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the BSEIDC for reimbursement must be made within 1 (one) year after receipt by the BSEIDC of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) 10% (Ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of services by the consultant.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the BSEIDC by the Consultant.

## **7. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 The Consultant shall provide security for his performance of the contract to the Employer within 15 days from the date of issue of LOA. The Performance Security shall be in the form of an unconditional Bank Guarantee acceptable to the client from any Nationalized Bank or Schedule Bank in India valid up to 36 months from date of signing of the agreement initially and extendable up to a suitable period.

The amount of the Bank Guarantee shall be Rs. 25 Lacs. The same shall be furnished to the BSEIDC in the Performa acceptable to BSEIDC.

7.1.2 In addition, the BSEIDC shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annex-3 of this Agreement.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the BSEIDC in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

The BSEIDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the BSEIDC, other penal action including debarring for a specified period may also be initiated as per policy of the BSEIDC.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Managing Director, BSEIDC and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30

(thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

**9.4 Arbitration**

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with provisions of the Bihar Public Works Contracts Disputes Arbitration Tribunal Act,2008. Such arbitration shall be held in accordance with the Bihar Public Works Contracts Disputes Arbitration Tribunal Act,2008, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Patna and the language of arbitration proceedings shall be English.
- 9.4.2 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the BSEIDC agree and undertake to carry out such Award without delay.
- 9.4.3 The Consultant and the BSEIDC agree that an Award may be enforced against the Consultant and/or the BSEIDC, as the case may be, and their respective assets wherever situated.
- 9.4.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

BSEIDC

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

## Annexure-A

(This is indicative only)

### (A)Nalanda Heritage Zone and Linkage with the Buddhist Trail

(Grants recommended by Thirteen Finance Commission (FC-XIII) for heritage and culture during 2011-15)

The "**Nalanda Heritage Zone**" is conceptualized to showcase the ancient heritage site of Nalanda in totality. The showcasing of the heritage of "Nalanda" has many components and the first is the access to the site of the remains of Ancient Nalanda University. We are aware that the ancient Nalanda University was spread in a large area that is also evident from the mound that extends further to the east and to the north of the excavated remains of Ancient Nalanda University. At present, the mound of Nalanda is occupied by more than 10 small and big villages.

The Nalanda and around was abundant with Buddhist monasteries up through the 13th century CE, and most likely the place was collectively called, "Vihara". The contribution of this "Vihara" to the larger mankind, as we understand it, is in the very nascent stage. "Nalanda Heritage Zone" is also an opportunity to share and showcase the legacy of Nalanda with the larger world in most refined manner. Nalanda Heritage zone will have following components for representing the legacy of Nalanda.

1. Xuanzang Avenue- a 300m X 100m ceremonial path dedicated to Venerable Xuanzang, the 7th CE Chinese Monk Scholar whose contributions to our present understanding of the legacy of nalanda and India are well documented.

The ceremonial path will be venue for ceremonies, events and walks to celebrate rich traditions of Nalanda like the tradition of Kalachakra Puja thata was once taught here.

2. A large round- about with a statue of Ven. Zuanzang shall be the major land mark. A huge gate in Buddhist architecture and three larger than life statues of HWui Lun (7th CE), Itsing (7thCE) and Dharmaswamin (13th CE) shall act as homage to them. Diaries of these three monks have helped us understand the Nalanda University and its contributioins.

3. Nalanda Heritage Square will be a four- tired square platform to pay tribute to,

- i Villages of Magadh that were the support base of Nalanda University.
- ii Kings and patrons who patronized Nalanda University.
- iii Celebrated acharyas who laid foundation of Dhamma in distant lands.
- iv The Buddha who gave important discourse at Nalanda and made his 11th rainy season retreat here.

The four tiers square will have panel of creative work depicting the tradition as mentioned in Buddhist literatures.

4. The Heritage Embassy-- Literature and Archaeological evidences suggest that Nalanda University had deep association with many neighboring countries. The Heritage Embassy will consist of spaces where the Buddhist countries and institutions can set up commemorative plaques, monasteries and chaityas.

**Community- Heritage Interface**

The Nalanda Mound is occupied by more than 15 thousand people, the host communities are integral part of this heritage. Any long-term heritage protection and preservation plan is not possible without their participation and support. Community-Heritage interface will facilitate an association of mutual benefit. This will help showcase and market the local art, craft, local cuisine hence facilitate Tourist-Community interaction.

**Linkage to other sites of the Buddhist Trail**

Buddhist Pilgrimage and Tourism is currently limited to few popular destinations. The Bodhgaya- Rajgir - Nalanda- Vaishali has many important sites associated with the sublime wanderings of the Buddha and his important disciples that are currently not part of the Pilgrimage circuit. Trickleing down of the Buddhist pilgrimage to these lesser known important places is another challenge that we plan to address in coming years. "Revival of the Ancient Buddhist Pilgrimage in Bihar" Project is conceptualized to link the lesser known but important Buddhist sites and enrich the present Buddhist trail. The Project involves awareness generation, interpretation development and community involvement for heritage preservation, planning and development.

**Tentative Financial Break-Up\***

Item	Components	Details	Cost
Infrastructure			Rs. 23.5 Cr.
	Avenue (Xuanzang Avenue)	A raised walk-way heavy duty paved tiles on the top.	
	Xuanzang roundabout	Life size bronze statue of Xuanzang	
	Heritage Square ( Tribute to the Vihara Square)	Walk-way, wall pedestal, in cement concrete and cladded in approved stone.	
	Access road, Service roads Electrical and lightings	As per approved norms.	

	Sewage and waste management	As per approved norms	
	Shelter, Shades, benches in heritage gallery	As per design	
	Security Points, Parking etc.	As per architectural design	
Landscaping and Irrigation	Green Zone	As per landscape design.	Rs. 1.9 Cr.
Creative Work	Statues and pedestals of three Monk Scholars, Murals and graphics at Avenue and Heritage Squares, Signages	Statues in bronze, murals and graphics in metal/stone/ceramics/terracotta	Rs. 13 Cr.
Community-Tourism Interface	Shops, Restaurant and kiosk, Basic amenities like drinking water units, refreshment stalls.	Approximately 500 shops, information centre, Public conveniences, food courts.	Rs. 9 cr.
Linkage to other sites of the Buddhist trail	GIS Website of the Buddhist Heritage in Bihar. Participatory Rural Appraisal, Interpretation Development, Signages and Development of Promotion Material		Rs. 0.6 Cr.
Design, Supervision and Installation			Rs. 2 Cr.
Total			Rs. 50 Cr.
Miscellaneous and contingency	10% of total amount budgeted for		

### **(B) Jethian (Yasthivana, Latthivanuyyana, Latthivana)**

i- Before leaving Rajagriha in search for the truth, Siddhartha promised King Bimbisara to share his experience once he attained Enlightenment. Keeping his promise the Buddha, after his Enlightenment, on his way to Rajagriha, arrived here and stayed at Supatittha Cetiya. King Bimbisara with a myriad of followers came here from Rajagriha to receive the Buddha. King Ashoka later built a stupa at this place to mark the presence of the Buddha.

Venerable Xuanzang mentioned an interesting legend where a man made a failed attempt to measure the height of the Buddha with a bamboo stick(Latthi) and he threw the bamboo on ground. His bamboo took root and the place became Latthivana (Bamboo Grove).

ii- The hills of Jethian have numerous stupas over its top as a mark of the Buddha's presence in this picturesque valley. Venerable Xuanzang wrote about a wide road constructed by King Bimbisara leading to Asura Cave where the Buddha once dwelled and preached Dhamma for three months. Venerable Xuanzang has also described how King Bimbisara cut out a passage through the rock, opened up the

valleys, leveled the precipices and built up a wall of stones to reach the place where the Buddha was present.

In 1899, Sir Auriel Stein identified the Rajapinda Cave on the eastern hill with Asura's Cave. Sir Stein reported a 6 to 12 feet wide road around 500 meters long leading to the cave as mentioned by Venerable Xuanzang. Sir Stein also mentioned in his report a big stone platform and a massive wall (measuring 16 ft wide and 18ft high) leading to the 25 ft high by 20 ft wide by 91 ft deep cave (AsuraCave). Our objective is to restore this ancient Bimbisara path so that pilgrims can once again pay respect and meditate at the asura Cave where the Buddha stayed and gave important discourse.

**iii-** The landscape of Bihar is traversed with pilgrimage routes connecting important places associated with the life and events of the Buddha and his disciples. Renaissance of the Buddhist circuit in Bihar is ushering in a new era. Our effort is to revive the ancient pilgrimage paths once trodden by the devout practicing the teachings of the Buddha for more than 1500 years. This ancient Buddhist pilgrimage began at one's doorstep, at the homes and monasteries of the followers of the teachings of the Buddha some 1000 miles away. The destination of each of these pilgrims was to reach the exact place and destination related with the life, events and revelation of the true teachings of the Buddha, i.e., the present state of Bihar.

The path through the valley connecting Rajgir with Jethian was once an important pilgrimage path connecting Indrasailaguha (also Indasalaguha, present day Parwati), Rajagriha, Yasthivana (present day Jethian), Tapobana and Sombodhi (Bodhgaya). Entirely captivating, this pilgrimage path through the valley marked by stupa remains over its hills is reminiscent of the ancient tradition of the votive offering at Yesthivana witnessed by Venerable Xuanzang.

In his words, "It is custom in India to make little Stupas of powdered scent into a paste; their height is six or seven inches, and they place inside them some written extract from a sutra; this they call Dharma-Sarira."

Venerable Xuanzang mentions how Upasaka Jayasena at Yasthivana made numerous Dharma-Sarira and placed them in a great stupa here.

**iv-** Every time I am here, this valley evokes strong emotions and limitless inspiration. I pay tribute to the millions of pilgrims who in the past millennia walked this spiritual path, following the footsteps of the Buddha. In the coming times, we shall be opening in phases these ancient pilgrimage paths spread throughout Bihar. With all devotion, I offer this Buddha Path from Rajagriha (Rajgir) to Yasthivana (Jethian) to the devout of the teachings of the Buddha who would like to take this spiritual journey and earn immense merits by travelling on the path.

**(C) Any other site of Archaeological importance/Heritage building as given by Department of Art, Culture & Youth/ BSEIDC.**

## Annexure-1

### **Terms of Reference**

*(Refer Clause 3.1.2)*

(Reproduce Schedule-1 of RFP)

## Annexure-2

### Payment Schedule

(Refer Clause 6.3)

Stage	Item of Work	% of Contract Price payable	Remarks
I	Preparation of Concept Designs & Plans Preliminary Estimate and their approval by BSEIDC/Department Preparation and submission of drawings for Statutory Authorities approval and On receiving approval of statutory authorities	15%	
II	Preparation of DPR, Specifications. Detailed Tender Drawings, Detailed Estimate, BOQ and Tender documents.	20%	
III	Preparation of detailed working drawings for all works under the scope including Architecture, Civil Structure.	15%	
IV	On satisfactory supervision of construction work and making necessary changes in drawings etc. where required.	40%	This Payment to be made in installments in proportion to the value of works executed by the Works Contractor.
VIII	As built drawings, obtaining completion certificate and finalization of accounts	10%	

Annexure- 3

**Bank Guarantee for Performance Security**

(Refer Clause 7.1.1 & 7.1.3)

To

**Managing Director,**  
BSEIDC Ltd., Shiksha Bhawan,  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India  
Phone: 0612-2910314

In consideration of Managing Director, BSEIDC (hereinafter referred as the “**BSEIDC**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the BSEIDC’s Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) Consultancy Services for **Preparation of Detailed Project Report (DPR) And Works Supervision for Nalanda Heritage Development Plan in the State of Bihar** and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....) to the BSEIDC for performance of the said Agreement.

We, ..... (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the BSEIDC an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the BSEIDC by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSEIDC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSEIDC by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the BSEIDC any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BSEIDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the BSEIDC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the BSEIDC that the BSEIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSEIDC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the BSEIDC or any indulgence by the BSEIDC to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSEIDC in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* Lakhs (Rupees \*\*\*\*\* Lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if the BSEIDC serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before \*\*\* (indicate date falling 180 days after the date of this Guarantee).

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 20\*\*

(Signature, Name and Designation of the Authorised Signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### **SCHEDULE-3**

(See Clause 2.3.3)

#### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the BSEIDC and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) BSEIDC and consultants:
    - (i) Potential consultant should not be privy to information from the BSEIDC which is not available to others;
    - (ii) potential consultant should not have defined the project when earlier working for the BSEIDC;
    - (iii) potential consultant should not have recently worked for the BSEIDC overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) No consultant should be involved in owning or operating entities resulting from the project; or
    - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the BSEIDC who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the BSEIDC.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of

“Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the BSEIDC.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the BSEIDC but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the BSEIDC at the earliest. Officials of the BSEIDC involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

# APPENDICES

**APPENDIX-I**  
(See Clause 2.1.3)

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,  
**Managing Director,**  
BSEIDC Ltd., Shiksha Bhawan,  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India  
Phone: 0612-2910314

**Sub: Selection of Consultant for Preparation of Detailed Project Report And Works Supervision for Nalanda Heritage Development Plan in the State of Bihar.**

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection as Consultant for Preparation of Detailed Project Report And Works Supervision for Nalanda Heritage Development Plan in the State of Bihar. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the BSEIDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the BSEIDC 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 or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any

public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the BSEIDC;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the BSEIDC 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 Section 4 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.
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 Applicants in accordance with Clause 2.8 of the 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 in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed 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 and/ or the 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 Bid Security of Rs. 2,00,000 (Rupees Two lakh) in the form of a Demand Draft/Bank Guarantee 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 180 (one hundred eighty) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. 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 form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BSEIDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. 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 Applicant / Lead Member)

**APPENDIX-I**

Form-2

**Particulars of the Applicant**

1.1	Title of Consultancy: PREPARATION OF DETAILED PROJECT REPORT AND WORKS SUPERVISION FOR NALANDA HERITAGE DEVELOPMENT PLAN IN THE STATE OF BIHAR
1.2	Title of Project: CONSERAVTION, BEAUTIFICATION, DEVELOPMENT & IMPROVEMENT OF INFRASTRUCTURAL FACILITIES FOR TOURISM DEVELOPMENT OF HERITAGE/ARCHAEOLOGICAL SITES/ MONUMENTS IN BIHAR.
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. :

	E-mail address:
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:  (ii) Legal Status and country of incorporation  (iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?  Yes/No  If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?  Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?  Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government BSEIDC/Public Sector Undertaking in the last five years?  Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?  Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?  Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the BSEIDC and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p>

	Yes/No
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p>Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the BSEIDC only?</p> <p style="text-align: right;">Yes/No</p> <p>(Signature, Name and Designation of the Authorised Signatory)</p> <p>For and on behalf of .....</p>

**APPENDIX-I**

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

**Managing Director,**  
BSEIDC Ltd., Shiksha Bhawan,  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India  
Phone: 0612-2910314

Dear Sir,

**Sub: RFP for Selection of Consultant for Preparation of Detailed Project Report  
And Works Supervision for Nalanda Heritage Development Plan in the State  
of Bihar.**

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

*\*Please strike out whichever is not applicable*

**APPENDIX-I**

Form-4

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of Mr..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and Selection as the Consultant for Preparation of Detailed Project Report & Works Supervision Nalanda Heritage Development Plan in the State of Bihar, proposed to be developed by the BSEIDC Ltd. Patna on behalf of the Department of Art, Culture & Youth Govt. of Bihar including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the BSEIDC, representing us in all matters before the BSEIDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the BSEIDC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the BSEIDC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

For .....

(Signature, Name, Designation and Address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other 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 Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## APPENDIX-I

Form-5

### **Financial Capacity of the Applicant**

(Refer Clause 2.2.2 (B))

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (in Indian Rupees)</b>
1.		
2.		
3.		

**Certificate from the Statutory Auditor**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:**

Please do not attach any printed Annual Financial Statement.

**APPENDIX-I**

Form-6

**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments <sup>#</sup>
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Architect – cum - Team Leader						
2.	Archaeologist						
3.	Urban/ Housing Planner						
4.	Landscape Architect						
5.	Archaeological Chemist						
6.	Project Engineer						

<sup>#</sup>Refer Form 9 of Appendix I Experience of Key Personnel

## APPENDIX-I

Form-7

### **Proposed Methodology and Work Plan**

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

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

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

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

**Note:** Marks will be deducted for writing lengthy and out of context responses.

## APPENDIX-I

Form-8

### **Abstract of Eligible Assignments of the Applicant<sup>#</sup>** (Refer Clause 3.1)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Payment <sup>##</sup> of professional fees received by the Applicant (in Rs. crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

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

\* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

#### **Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

## APPENDIX-I

Form-9

### **Abstract of Eligible Assignments of Key Personnel<sup>@</sup>**

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

@ Use separate Form for each Key Personnel.

\* The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

## APPENDIX-I

Form-10

### **Eligible Assignments of Applicant**

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in km or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project: (along with supporting evidence/documents)	

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

## APPENDIX-I

Form-11

### **Eligible Assignments of Key Personnel**

(Refer Clause 3.1.4)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Length in km or other particulars	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rscrone or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project: (along with supporting evidence/documents)	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**APPENDIX-I**

Form-12

**Curriculum Vitae (CV) of Key Personnel**

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

Name 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:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**APPENDIX-II**

**FINANCIAL PROPOSAL**

(On Applicant's letter head)

(Date and Reference)

To,

**Managing Director,**  
BSEIDC Ltd., Shiksha Bhawan,  
Acharya Shivpujan Sahay Path,  
Rashtrabhasa Parishad Campus  
Patna- 800004, Bihar, India  
Phone: 0612-2910314

Dear Sir,

**Subject: Selection of Consultant for Preparation of Detailed Project Report  
And Works Supervision for Nalanda Heritage Development Plan in the State  
of Bihar.**

I/We, \_\_\_\_\_ (Applicant's name) herewith submit the Financial Proposal for selection of my/our firm as Consultant for above.

**Total Consultancy fee .....% (.....percent) of the final value of work executed.**

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

\_\_\_\_\_