

Govt. of Bihar
Department of Science and Technology

NOTICE

Re-Invites

REQUEST FOR PROPOSAL

For Selection of Master Planning Consultant for Development of a Science city
In Patna

Department of Science & Technology had invited proposal for the appointment of Master Planning Consultant (MPC) vide notice dated 14.12.2012 for the Science City Project proposed to be developed at Patna. However, the process had to be annulled due to only single qualifying response.

Proposals are re-invited for appointment of Master Planning Consultant (MPC) for development of Science City in Patna for which fresh Request for Proposal (RFP) titled as "Selection of Master Planning Consultant for Development of Science City In Patna" has been issued.

The said RFP and submission related details can be viewed and also downloaded from the Departmental website www.dst.bih.nic.in

Last date for submission of proposal is 14th February, 2013; 15.00 hour.

For detailed terms and conditions for submission of bids the RFP document may be referred to.

sd/-
Principal Secretary
Department of Science and Technology
Bihar, Patna



Government of Bihar

REQUEST FOR PROPOSAL (Revised)

FOR

SELECTION OF

MASTER PLANNING CONSULTANT

FOR

DEVELOPMENT OF A SCIENCE CITY

IN PATNA

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 Department 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 Department 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 Department 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 Department, 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 Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department, 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 Department 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 Department 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 Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Department 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 Department 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 Department 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.

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Invitation for Proposal

1. INTRODUCTION

1.1. Background

- 1.1.1. Department of Science and Technology, Government of Bihar (the “**Department**”) is engaged in the development of Science & Technology and Technical Education in Bihar and as part of this endeavour, the Department has decided to undertake development of a Science City within Patna in Bihar (the “**Project**”). The area of the site is 15.56 (fifteen point five six) Acres.
- 1.1.2. With a view to inviting concept for development of the Project, the Department has decided to prepare a Master Plan for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be undertaken by Government of Bihar.
- 1.1.3. In pursuance of the above, the Department has decided to carry out the process for selection of a Master Planning Consultant for preparing the Master Plan and Feasibility Report. The Technical Consultant shall prepare the Feasibility Report in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2. Request for Proposal

The Department invites Proposals (the “**Proposals**”) for selection of a Master Planning Consultant (the “**Consultant**”) who shall prepare a Master Plan and Feasibility Report for development of the Project. The Government of Bihar proposes to develop a science city to encourage and popularise science among people and also demonstrate the history and development of science in Bihar. In this process different concept may be conceived for the development of the Science City.

The Master Plan shall include.

1. Needs Analysis
2. Best Practice Comparative Analysis
3. Institutional Planning
4. Concept
5. Brief for Architectural Planning and Selection of Architect
6. Scientific Exhibit and Design Analysis
7. Interpretative Plan
8. Public Program Plan
9. Staffing and Operations Plan
10. Facility Strategy
11. Financial Model
12. Implementation Schedule

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

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 Department and the Project site, sending written queries to the Department.

1.4. Sale of RFP Document

RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 10,000 (Rupees ten thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of the Project Director, Bihar Council on Science and Technology, and payable at Patna*. The document can also be downloaded from the Official Website of the Department. In case of a downloaded form, the Applicant need to deposit the aforesaid fee at the time of submission of the proposal along with the proposal.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.6. Brief description of the Selection Process

The Department 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 in the RFP . Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in the RFP In the second stage, a financial evaluation will be carried out as Proposals will finally be ranked according to their combined technical and financial scores The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

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 Department would endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Last date for receiving queries/clarifications	25 th October 2012
2	Pre-Proposal Conference	30 th October 2012 (Already conducted on the above-mentioned date).
3	Department response to queries	It has been addressed Through our Revised RFP.
4	Proposal Due Date or PDD	14th February 2013, 15.00 hrs.
5	Opening of Proposals	On Proposal Due Date
6	Letter of Award (LOA)	To be notified Later
7	Signing of Agreement	Within 10 days of LOA
8	Validity of Applications	90 days of Proposal Due Date

1.9. PRE-PROPOSAL VISIT TO THE SITE AND INSPECTION OF DATA

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

However, for the convenience of the Applicants, a pre-Proposal visit to the Site has been arranged. The Applicants who desire to avail this facility may contact the department to fix the date.

1.10. Communications

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

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

1.10.2. The Official Website of the Department is:

<http://www.dts.bih.nic.in/>

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

RFP -“ Selection of Master Planning Consultant for Development of a Science city in Patna”.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Applicant and Contract

2.1.1 Detailed description of the Project Objective, scope of services, deliverables and other requirements related with this Consultancy are specified in this Request for Proposal (RFP). The Bidder (“Applicant”) can be an Firm/ Company (“Sole Firm”) or a Consortium of Firms “Consortium”) comprising one Lead Member Firm and not more than two Partner Firms. The consortium so formed should be based on resolution of board of directors of respective companies and should be supported by a Joint Bidding Agreement / MOU (Memorandum of Understanding) with the specified roles and responsibilities , however the prime responsibility will be of the Lead Member .

Note: - (The format of the Joint Bidding Agreement has been attached as Form 2A of Annexure I the RFP document.)

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Department 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 Department’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 Department 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 Professional	Minimum Educational Qualification	Minimum Length of Professional Experience (years)	Minimum Nature of Experience
Team Leader	Architect/ Planner/ Engineer	20 years with atleast 3 year experience in Science city/ Museum Planning/Designing	The Master Plan team should be led by a team leader with at least three years of planning experience in interactive experiences, including some successful experience in India. Their expertise should include curatorial, exhibitions, museum education with experience in at least 3 science related facilities.
Financial Expert	MBA/ CA / any other Having minimum qualification as a Graduation and a specified course in Finance of not less than one year duration.	10 Years	A finance professional with at least three years of specific experience in Project financing , analyzing the market potential and associated risk factors and having been associated with developing a appropriate model for Eligible project as defined in clause 3.1.4.
Architectural facility planner	Architect/ planner/ Engineer	10 Years	Planners with architectural, engineering or functional programming qualifications with at least three years experience in museums or related science facilities. Specific experience in having organized or directed architectural competitions for museums/Science Cities
Science Centre specialist	Masters in Science	At least 5 years experience in Science Centre/Museum planning	Expert with at least five years of specific experience in preparing concepts for science centres and museums or comparable cultural facilities. Experience in India would be beneficial
Exhibition Interpretative Specialists	Post secondary Museum studies / interior design or equivalent Graduation with specialisation in Museum studies.	At least 5 years experience in exhibition work	Experience with museums/ cultural/scientific and interactive attractions in India. International experience would be beneficial

2.1.5 **Conditions of Eligibility of Key personnel**

- (i) Each Key personnel must be the engaged either with the lead member firm or the consortium partner's firm and the applicant must furnish proof / document indicating their engagement either with the lead member firm or consortium member firm.
- (ii) A team leader not belonging to the lead firm or with less than 36 month roll with the lead firm shall not be considered during the technical evaluation of the bid.

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 Sole Firm or the Lead Member in case the Applicant is a Consortium shall have, met the following requirements over the past Ten Years preceding the Proposal due date (PDD), should have an experience of preparing at Master Plan for at least one Science City/ Museum of which construction budget was at least Rs.15 Crores.

(B) **Financial Capacity**

2.2.3 Sole Firm or Lead Member in case the Applicant is a Consortium shall have received a minimum average annual income of Rs 2 Crore from professional fees during last three years preceding the Proposal Due Date.

2.2.4 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 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.

2.2.5 The Lead member should submit a Power of Attorney as per the formats available in the RFP , however, that such Power of Attorney would not be required if the Application is signed by a partner of the Lead member , in case the Applicant is a partnership firm or limited liability partnership.

- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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 Department shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Department for, *inter alia*, the time, cost and effort of the Department including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise.
- 2.3.2 The Department requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Department’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 Department.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance . 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 , indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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 Sub-consultant) 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 Department 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 Department to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project ; 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 Department in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Department in accordance with the rules of the Department. 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 Department, Project site etc. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

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

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 Department;

- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP.
 - d. Satisfied itself about all matters, things and information, 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 Department 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 Department.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Department 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 Department 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 Department, the supplemental information sought by the Department 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 Department 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 Department, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

The contents as mentioned in the RFP and will additionally include any Addendum / Amendment issued.

2.10 Clarifications

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

"Queries/Request for Additional Information concerning RFP for development of Science City in Patna"

The Department 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 Department 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 Department reserves the right not to respond to any questions or provide any clarifications, in its sole discretion.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Department 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 Department may, in its sole discretion, extend the Proposal Due Date[§].

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

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

[§] While extending the Proposal Due Date on account of an addendum, the Department 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.

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 the RFP shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in the RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Department, 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 the RFP. 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 Department reserves the right to seek clarifications under and in accordance with the provisions of the RFP

2.14 Preparation of Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats of the RFP (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 in 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

2.14.3 Failure to comply with the requirements spelt out in the RFP 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 Department 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 the RFP 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 attached in the RFP.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted

as per requirement of the RFP. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The Department 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 Department to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Department 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 Department without the Department being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

2.15 Preparation of Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats 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 Department 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 Department, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Department, , Consultancy name as indicated in the RFP 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 Department”
If the envelope is not sealed and marked as instructed above, the Department 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 and supporting documents; and
- (ii) Bid security as specified &

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format.

- 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 upto and including acceptance of the Master Plan by the Department and 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 1500 hrs on the Proposal Due Date specified at the RFP at the address provided in the RFP 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 Department may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum for all Applicants.

2.18 Late Proposals

Proposals received by the Department 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 Department 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 the RFP, 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 Department, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rs. One lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Project Director, Bihar Council on Science and Technology 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 the RFP . In the event that the first ranked Applicant commences the assignment as required in the RFP , the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Department as non-responsive.
- 2.20.3 The Department 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 Department’s any other right or

remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Department as the mutually agreed pre-estimated compensation and damage payable to the Department for, *inter alia*, the time, cost and effort of the Department 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;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in the RFP;
- (f) If the Applicant is found to have a Conflict of Interest as specified in the RFP.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Department shall open the Proposals at 1530 hours on the Proposal Due Date, at the place specified in the RFP 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 details mentioned in the RFP shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Department will determine whether each Proposal is responsive to the requirements of the RFP. The Department 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;
- (c) It is accompanied by the Bid Security as specified in the RFP.
- (d) It is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- (e) It is accompanied by the Power of Attorney as specified in the RFP;
- (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 Department 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 Department in respect of such Proposals.

2.21.5 The Department shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at the RFP.

2.21.6 After the technical evaluation, the Department shall prepare a list of pre-qualified and shortlisted Applicants in terms of the Clause 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 Department 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.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Department. Applicants shall be deemed to have understood and agreed that the Department 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 Department, 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 Department in relation to matters arising out of, or concerning the Selection Process. The Department 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 Department 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 Department 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 Department 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 Department 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 the Clause above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Department 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 Department.

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. A Key Personnel who did not score **40% marks** as required under the RFP shall be replaced by the Applicant with a better candidate to the satisfaction of the Department. In case the Selected Applicant fails to reconfirm its commitment, the Department reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

- 2.24.2 The 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 Department.
- 2.24.3 The Department will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Department.
- 2.24.4 Substitution of Key Personnel
- 2.24.5 The Department 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 Department.
- 2.24.6 The Department expects all the Key Personnel to be available during implementation of the Agreement. The Department 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 Department. As a condition to such substitution, a sum equal to 10% (Ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (Twenty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.24.7 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.25 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Department 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.

2.26 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Department to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Department may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Department on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.27 Execution of Agreement

Upon selection, the Applicant shall be required to enter into an agreement with the Department in the form specified at Schedule-2 .After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in the RFP. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 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 the RFP or commence the assignment as specified herein, the Department 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 the Clause of the RFP.

2.29 Proprietary data

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

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 40% marks except as provided herein.

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

HEAD	MAXIMUM MARKS	BASIS OF MARKS
Approach Methodology, work plan & Presentation.	10	Understanding and responsiveness to TOR
Firm/Consortium Experience	30	60% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm/ consortium. The remaining 40% shall be awarded for the comparative size and quality of Eligible Assignments
Experience of Key Professionals	50	60% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the individual key personnel. The remaining 40% shall be awarded for the comparative size of Eligible Assignments.
Team Leader	17	-----Do-----
Financial Expert	7	-----Do-----
Architectural Facility Planner	7	-----Do-----
Science Centre specialist	12	-----Do-----
Exhibition Interpretive Specialist	7	-----Do-----
Presentation	10	Understanding of the project, previous experience of similar work and professional competence of the key staff proposed.

Note: A team leader not belonging to the lead firm or with less than 36 month roll with the lead firm shall not be considered during the technical evaluation of the bid.

3.1.3 Eligible Assignments / Projects for the Applicant

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

- (i) Development of science city / museum undertaken only in last preceding ten (10) years having capital cost (Excluding Land) not less than 7.50 (Seven Crores and Fifty lakhs) crores in case of a project in India, and US \$ 1.5 (One point Five) million for projects elsewhere; or

3.1.4 Eligible Assignments / Projects for Key Personnel

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

- (i) Development of science city / museum undertaken only in last preceding ten (10) years having capital cost (Excluding Land) not less than 7.50 (Seven Crores and Fifty lakhs) crores in case of a project in India, and US \$ 1.5 (One point Five) million for projects elsewhere; or
- (ii) Development of a non-residential area / site development projects undertaken only in last preceding ten (10) years having capital cost (Excluding Land) not less than 7.50 (Seven Crores and Fifty lakhs) crores in case of a project in India, and US \$ 1.5 (One point Five) million for projects elsewhere

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Department may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per the details mentioned in the RFP. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified.

3.3.3 The Department 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 (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(F = amount of Financial Proposal)

Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 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 mentioned in the RFP 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 Department 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 Department 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 Department for, *inter alia*, time, cost and effort of the Department, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Department under the RFP hereinabove and the rights and remedies which the Department may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Department 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 Department during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Department 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 Department 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

therefrom, 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 Department, 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 Department 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 Department 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. 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 Department, 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 Department 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 Department, 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 Department or submitted by an Applicant shall remain or become, as the case may be, the property of the Department. The Department will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Department reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.3)

CONSULTANCY FOR A MASTER PLAN

FOR

DEVELOPMENT OF SCIENCE CITY IN PATNA

TERMS OF REFERENCE (TOR)

FOR

MASTER PLANNING CONSULTANT

Terms of Reference (TOR)

1. GENERAL

- 1.1 The Department seeks the services of qualified firms for preparing a Master Plan for development of a Science City (the “**Project**”) at Patna, Bihar. The plot of land available for the Project is 15.56 (fifteen point five six) acres. The Terms of Reference (the “**TOR**”) for this assignment are specified below.
- 1.2 The Consultant shall also assist the Department and its Financial and Legal Consultants (if any) by furnishing clarifications as required during the financial appraisal (if any) and legal scrutiny (if any) of the Project.

2. OBJECTIVE

2.1 The objective of this Consultancy is to prepare a Master Plan including, but not limited to, conceptual framework of Science City demonstrating the historical evolution of science in Indian subcontinent juxtaposed with the celebration of modern scientific achievements, conceptual land use plan, conceptual layout plan and conceptual infrastructure plan for the purpose of firming up the department’s requirements in respect of development and construction of the Project and related facilities. This would enable the prospective bidders to assess the department’s requirements in a clear and predictable manner. The objective of the Science City Project is to promote and popularise science among the populace as well as demonstrate and preserve the illustrious history of scientific development in Bihar as well as Indian subcontinent through visual interactive media or any other suitable media. The department proposes to establish the science city to inculcate interest in science among the children and youth. The consultant will demonstrate various best practices in development of Science City in other parts of the world. It will also propose various options for development of the science city. The cost of such development and construction is expected to be met from revenues generated from various revenue generating activities within the science city and from Government budgetary support. In doing so the consultant is expected to explore various alternatives for generating revenue from the project to finance development of infrastructure envisaged by the Government. The Master Plan Report would provide:

- (a) Three viable options for the development of the Science City and recommend the most suitable option for such development by the Government;
- (b) Integrated development with the surrounding areas and creation of functional urban infrastructure and an architecturally distinctive area;

- (c) Minimal adverse impact on the local population and on environment; and
- (d) Phased development of the Project for improving its financial viability.
- (e) Conceptual innovation in developing a science city which will demonstrate ancient scientific developments with modern innovations.

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. Undertake visual survey of the existing area, and assess their condition, including the need for their relocation or restoration, as the case may be;
- ii. Verify the available drawings of the site and prepare a base map;
- iii. Study the existing site and assess the present and future requirement of space for various developments to be proposed in the plan;
- iv. Prepare a master plan for development of the site which may include, but not be limited to

Exterior features such as

- Parks and Open Space
- Outdoor Science Parks

and, Interior features such as:

- Dynamotion or similar,
- Time Machine or similar,
- Space Theater or similar,
- Mirror Magic or similar,
- Power of Ten or similar,,
- Illusions,
- Maritime Theme elements,
- Earth Exploration theme elements,
- Evolution theme elements,
- Life in Water theme elements,
- Space Odyssey or similar,
- 5D Theatre or similar,
- Butterfly Garden,
- Musical Fountain,
- Fun Science,
- Laser Theatre or similar,

- Energy Education Park,
 - Aquarium,
 - Visual Reality Centre,
 - Mini nuclear reactor model,
 - Space and Aviation Gallery,
 - Defence gallery,
 - Simulator,
 - Energy Park,
 - Renewable Energy Village, c
 - Cyber lab or similar etc
 - Above items are indicative only; consultant is expected to propose a appropriate mix of some of these items befitting the budget.
- v. Environment & social impact assessment;
 - vi. Assess and plan for permanent and temporary diversion of utilities;
 - vii. Prepare submissions for the purpose of obtaining in-principle statutory clearances for the Master Plan and assist the Department in obtaining such approvals/clearances;
 - viii. Prepare preliminary design and design criteria/ outline specification for development of the area;
 - ix. Prepare preliminary cost estimates of development and construction as per the Department's requirement; and
 - x. Assess existing building bylaws and development control regulations of Patna and make proposal for modification required if any.
 - xi. Assist the department in procurement of various goods and services proposed as a component of the Master Plan and feasibility report.
 - xii. Assist the department in project management of the implementation of the Master Plan.

These services to be provided by the consultant are briefly explained hereunder:

3.1.1 Studies, Surveys and Investigations

3.1.2 Following surveys and studies shall be conducted as part of this Consultancy:

- (i) Reconnaissance survey;
- (ii) Study of existing drawings and condition assessment including infrastructure;
- (iii) Study of present layouts and functioning;
- (iv) Study for identification of sensitive structures; and
- (v) Environmental and Social impact statement

Any other study or survey which the Consultant considers necessary or which the Department may stipulate for successful completion of the Services under the Consultancy shall also be carried out, subject to the terms and conditions of the Agreement;

3.1.3 Development Plan

The approximate land area available for development is around 15.56 acres. The consultant shall study the existing requirement of Government (in terms of ideas to be incorporated in the plan) and its priorities regarding the utilisation of the area. It will also assess the present and future requirement of space for the various developments and need for institutional development.

Institutional development would include setting up of research centres, skill development centres, and state of the art facilities to inculcate scientific education and culture among populace such as areas such as those listed in 3.1.iv above etc. The Consultant shall also determine the quantum of land actually available for such development. The consultant shall provide a brief report on the status of the existing site.

3.1.4 Survey of the existing site

The Consultant shall verify the existing drawings of the site and correct discrepancies from the actual site condition. The Consultant shall carry out a survey of the available land and the surrounding areas to prepare accurate site plans. The development proposals should be primarily confined to the site. However, to achieve the objective of harmonious development with the surrounding city and adequately meeting the need for transport linkages, the Consultant shall take into account infrastructure requirements in surrounding areas and integrate the same to the extent possible in the Master Plan.

3.2 Components of Master Plan

3.2.1 Components of the Master Plan for development of a Science City in Patna

This Master Plan for the development of a world class museum will include following, but will not be limited to this:

1. **The Needs Analysis & Best Practice comparables** should consider the various science parks and science cities in India and abroad, their strength, weakness, opportunity and threats to determine the programming, staffing, operation and space requirements for a science centre. The relevant comparable data of world class or similar type of science centres should also be provided to form a concept. A set of parameters would be derived based on the Needs Analysis. Based on this set of parameters, a list of the best examples of science cities that would be relevant to the proposed science city would be prepared.

2. Institutional Plan:

The Institutional Plan would be a blueprint for the projected science city to fulfil its potential and the requirements of world class science city in Patna and Bihar.

Most importantly it should include the following:

- a) Vision statement - Mission and Vision
- b) Market Analysis - Current and projected demography of residents, students and tourists: identification of potential target markets for such science cities in General and at proposed site in specific.
- c) Feasibility / Business Planning (Including Financial Modelling).
- d) Staffing and Operations Plan for both public and support functions. This should relate the staffing and operations of the science city to achieve efficiencies.

3. Concept:-

The Consultant shall prepare at **least three conceptual alternatives**, which must be equally complete in all respects, yet significantly different to provide the Department 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 Department. The Consultant shall rework/ modify the scheme based on interactions with and observations of the Department. The Department 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 Department. The Consultant might be asked to present details regarding these alternatives to enable the Department to select one of them.

4. Brief for Architect and methodology for selection:

a) This would provide the basic components for the program which can be developed into the Science city's architectural design. It will also look detail the methodology for the architectural competition which would be an invited competition which would include the best science city architects who have designed path breaking science cities, museums or cultural centres. It will also provide a set of criteria's and process for the selection of the architects.

b) Organizing an architectural competition and selecting an architect:

This would be the actual implementation of the above process. It would include inviting and liaisoning with some of the most suitable candidate architects and inviting them to participate in the competition. The competition would be held as per the regulations of the applicable architectural council, and so as to also comply with Best Practices. The consultants would be responsible in helping identify the judges, architects, briefing the architects' teams of the project– onsite and offsite, and be the one point contact for all the architects' offices during the competition process.

5. Scientific Exhibit and design analysis: Quantitative and qualitative analysis of various scientific exhibits, models with a space plan for their display. Necessary policies also be recommended to meet the standards necessary to maintain a high quality to major science parks and science cities in the world.

6. Interpretative Plan: It would be prepared in conjunction with the facility plan along with the list of spaces mentioned in the facility strategy and describe the usage of the space in terms of the manner in which the exhibits, the audiovisual programs, the interactive models and pre-selected activities would be depicted. It should include some renderings of the exhibitions.

7. Implementation Plan and Schedule

The implementation plan should primarily include

- a) Project schedule
- b) Strategies for procurement (Selection of Architect, Exhibition design etc).

8. Public Program Plan should provide for audio-visual or live shows, education programs, special events, visitor services such as food services, retail and rest areas, and a web presence, all fitted to your target market.

9. Financial Model: The Financial Model should include both capital cost projections for the expenditure, and a projection of attendance, revenue and expenditures resulting from the operational Science city. Projections should be for the first five years of operation of the proposed Science city. Revenue projections should account for admissions revenue with a recommendation for introducing varying admission charges, retail revenue, food service net receipts, rental income, membership and other public programs that are charged. Expenditures should include administration costs, salaries and benefits, building occupancy overheads, curatorial and public programming expenses of all kinds. The bottom line should be shown as the net unearned revenue requirement from private and public donations, interest earnings and all levels of government support. The Government Funds required to sustain the proposed Science city should be recommended. Projections of attendance, revenue and operating expenses may be related to your budget projections.

3.2.2 **Brief for Exhibition designer and methodology for selection:** This can be either a competition or selection on an RFP basis that is inclusive of vision and visual concept. The Master Plan, particularly the Interpretative Plan and the Public Program Plan, will provide the basis for the Tender document to be issued to the bidding designers. The methodology for selection should provide DST with options for international or other competitions in one, two or three stage selection processes.

3.2.3 **Terms of Reference of Consultancy Services**

The detailed description of the scope of services to be rendered by the Consultant in this assignment will be as follows:-

3.2.4 **Module I: Preparation of Master Plan of the Science City**

This is primarily the Master planning exercise which is elaborated above from 1 to 9. However this will not cover the selection of Architect for the Science city.

3.2.5 **Module II: Selection of Architect for the Science City**

This is explained in the components of the Master Plan in 3 &4.

3.2.6 **Module III: Selection of Exhibit Planner / Designer.**

3.2.7 **Module IV: Support during construction and procurement**

This will include support in procurement of various items.

4. Preparation of Reports

The Consultant shall prepare the following Reports having detailed information and analysis in regard to areas as specified for each report.

4.1 Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “Inception Report”) within **ten (10) weeks** from date of commencement of the Contract Agreement. The Inception Report shall comprise of the activities of the terms of reference such as needs analysis, preliminary collection analysis, Facility Strategy, Brief of Architect Selection. However consultant is free to include or exclude some of the activities as per its plan. There will be presentation for approval of this report. At this stage selection of the Architect shall be completed.

4.2 Phase 1 - Draft master Plan and Draft Capex Report

The Consultant shall prepare the preliminary plans of the Project and based on the Department’s feedback on its recommendations, the Consultant shall prepare the proposed plan containing all necessary details generally shown on such plans. At this stage the consultant will propose the three conceptual alternatives. The conceptual alternatives shall include preliminary cost estimate of the alternatives as well. Further the conceptual alternatives will demonstrate conceptual layouts with different elements of the science city such as those listed in 3.1.iv above.

This report would contain preliminary studies, surveys and investigations, options for relocation of structures, study of layouts etc. and shall be delivered as the Preliminary Report (the “**Preliminary Report/Draft Master Plan and Draft Capex 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 Department.

The Consultant shall submit the Phase I Report within **twenty eight (28) weeks** from date of commencement of the Contract Agreement. This Report will comprise

Institutional Plan, Collection Development Strategy, Best Practise Analysis, Public Program Plan, and Functional Program. However consultant is free to include or exclude some of the activities as per its plan. There will be a presentation for approval of this report.

4.3 Phase 2 - Final Master Plan and Final Capex Report

Phase 2 Report The Consultant shall submit the Phase 2 Report within **forty four (44) weeks** from date of commencement of the Contract Agreement. This Report shall comprise all the components of the Master Plan including Interpretative Plan, Market Analysis and Financial Model, Exhibition Designer's selection, including landscaping plan and Implementation Schedule. There will be a presentation for approval of this report.

By this time the architectural planning should be well advanced. However this activity will continue till the completion of the entire design. There will be a final presentation at this stage.

4.4 Report on Institutional Plan and Public Program Plan

4.5 Review of the Exhibition Designer's design development

This activity will continue starting from the selection of the Exhibition Designer and ending with the commissioning of the project. The Master Planner will assist in this activity by means of development of the terms of references and RFP documents or competition etc. Then the master planner will assist the DST in directing the work of the exhibition designer and also verify its drawings etc.

4.6 Support in module IV

The master planner will work in coordination with the architect and Exhibition Designer and support the DST in selection of the contractors/Developers. The support will be in assisting the DST in directing the work of the Architect or Exhibition Designer and verify the documents prepared by them. Also in case of any clarification on the master plan required at the execution/implementation stage the master planner should be available for such clarifications at no extra cost.

5. Schedule of Payment

Stage	Percentage of Fees
On commissioning	10%
Inception Report	10%
Phase 1 - Draft Master Plan & Draft Capex Report	20%
Phase 2 - Final Master Plan and Final Capex Report	20%
Report on Institutional Plan and Public Program Plan	10%
Review of The Exhibit design Development	15%
Assistance in Module IV at the time of commissioning of the science city (Ready for Opening)	15%

6. Completion of services

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

6.1 The Consultant shall propose a Master Plan for development of the entire area which will include land use plan, infrastructure plan and urban design and associated parameters for the proposed development of the Project. The whole idea is to make the project self-sustainable as far as possible at minimum cost to Government. In doing so, the consultant is expected to explore alternatives for generating revenue from the project so as to meet the cost of the developments to be carried out on the site.

6.2 The Consultant should study the following options regarding development of the plot and recommend the option which is beneficial to the Department.

- (i) Development of the Science city as a government funded project.

(ii) Development of the Science City in PPP.

6.3 While preparing the Master Plan of the Project, the Consultant shall generally follow the standards and specifications laid down in the relevant building codes. The Consultant shall develop outline specifications for major functional designs of the Project as part of the Master Plan. The Consultant shall also take into account the NBC, Indian Buildings Congress codes of practices and relevant provisions of any other codes/ manuals/ circulars while preparing the Master Plan and outline specifications stated above. However, compliance with these provisions as minimum requirements must not detract from the objective of planning the facilities benchmarked to appropriate international standards and developing the Project into a unique architectural landmark.

6.4 After the conclusion of bidding for the project, any part of the Master Plan 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 Department or the bidders at any stage of the bidding process for award of the contracts and any modification or change required in the Master Plan, or the Technical Schedules thereof 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.

6.5 The Consultant shall provide a conceptual layout 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 for subsequent contracts 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 Master Plan which shall help the other Consultant to appraise the Project before the bids are invited, and the bidders to do due diligence before submitting their respective bids.

6.6 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 property development should adequately address the requirements of public amenities such as parking, circulating areas, toilets; drinking water etc.

6.7 Environment and Social Impact Statement

The Consultant shall carry out a Preliminary Environmental & Social Impact Statement (the “**ESIS**”) for the Project. The Consultant shall study any adverse social impact, arising out of the proposed Project implementation and suggest mitigation measures for such adversities.. The Consultant shall make recommendations with regard to environmentally sustainable and energy efficient designs of the Project.

6.8 Financial analysis and bid process

6.8.1 The Consultant shall provide the estimated construction costs, operation and maintenance costs, revenue streams etc. as part of its preliminary financial analysis and appraisal of the Project.

SCHEDULE-2

AGREEMENT

FOR

PREPARATION OF A MASTER PLAN AND CAPEX REPORT

FOR

DEVELOPMENT OF A SCIENCE CITY IN PATNA

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AGREEMENT

Preparation of Master Plan and CAPEX Report for

Development of a Science City in Patna

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2***, between, on the one hand, the Department of Science and Technology, Government of Bihar (hereinafter called the “**Department**” 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 Department vide its Request for Proposal for Preparation of Master Plan and Capex Report (hereinafter called the “**Consultancy**”) for development of a Science City in Patna (hereinafter called the “**Project**”);
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Department that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Department on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Department, 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:

1.1 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;
- (d) “**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;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of Bihar;
- (k) “**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 Department or the Consultant, as the case may be, and Parties means both of them;

- (n) “**Personnel**” means persons hired by the Consultant or by any Sub-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) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “**Third Party**” means any person or entity other than the Government, the Department, the Consultant or a Sub-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 Department 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 Department 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 Department 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 Department; 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 Department;

- (b) In the case of the Department, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Department with a copy delivered to the Department Representative set out below in Clause 1.10 or to such other person as the Department 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 Department under this Agreement, including without limitation the receiving of instructions and payments from the 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 Department 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 Department may, from time to time, designate one of its officials as the Department Representative. Unless otherwise notified, the Department Representative shall be

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

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 Department shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

3. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.2 Effectiveness of Agreement

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

2.3 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.

2.4 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 Department 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.

2.5 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 Department; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Department shall make payments of all amounts due to the Consultant hereunder.

2.6 Entire Agreement

2.6.1 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.

2.6.2 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.

2.7 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.

2.8 **Force Majeure**

2.8.1 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 such Party’s Sub-Consultant 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.

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 Department 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 By the Department

The Department may, by not less than 30 (thirty) days' 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 Department 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 Department a statement which has a material effect on the rights, obligations or interests of the Department 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 Department, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) The Department fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) The Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Department of the Consultant's notice specifying such breach;
- (c) 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
- (d) The Department fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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 of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 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 Department, 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 or 2.9.2 hereof, the Department shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Department):

- (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 or in Clause 2.9.2 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 Department, and shall at all times support and safeguard the Department's legitimate interests in any dealings with Sub-Consultants or 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 Annex-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 Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-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, as well as any Sub-Consultant and any entity affiliated with such Sub-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 Department in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Department in accordance with the rules of the Department. 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 its Sub-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 Sub-Consultant, as well as the Personnel and agents of 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 Department 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 Department shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Department towards, *inter alia*, the time, cost and effort of the Department, without prejudice to the Department's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Department under Clause 3.2.5 above and the other rights and remedies which the Department may have under this Agreement, if the Consultant is found by the Department 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 Department 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 Department 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 Department, 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 Department 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 Department under this Agreement;
- (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Department 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, its Sub-Consultants 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 Department to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Department, its technology, technical processes, business affairs or finances or any information relating to the Department's employees, officers or other professionals or suppliers, customers, or contractors of the Department; 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 Department.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants 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, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants 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, its Sub-Consultants and the Personnel of either of them shall give the Department, 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 its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or

its Sub-Consultants 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 Department 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 wilful 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 Department's property, shall not be liable to the Department:

- (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, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Department, 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 Department, 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 Department 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 Department.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Department as the sole beneficiary of the Consultant or require an undertaking to that effect.

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 workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-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 as 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 Department 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 Department.

3.7 Consultant's actions requiring the Department's prior approval

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

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Department prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) Any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Department 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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Department, and all intellectual property rights in such

Consultancy Documents shall vest with the Department. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Department under law, shall automatically stand assigned to the Department 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 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, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Department.

3.9.3 The Consultant shall hold the Department 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 Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Department.

3.10 Equipment and materials furnished by the Department

Equipment and materials made available to the Consultant by the Department shall be the property of the Department and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Department, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Department. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Department 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 Department, and officials of the Department having authority from the Department, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Department's official, who has been authorised by the Department 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 Department 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 AND SUB-CONSULTANTS

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 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Department, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Department.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the

Department and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Department. No other Professional Personnel shall be engaged without prior approval of the Department.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Department its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Department 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 Department's consideration. In the event the Department 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 Department.

4.4 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. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Department, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Department. The Consultant may, with prior written approval of the Department, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE DEPARTMENT

5.1 Assistance in clearances etc.

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

- (a) Provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or 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 Department 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 or reimbursable expenses 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 and reimbursable expenses 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 Department 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 Agreement Value

6.1.1 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.), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).

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:-

1. A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.
2. The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 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 Department, the work pertaining to the preceding stage.
 - (ii) The Department shall pay to the Consultant, only the undisputed amount.
3. The Department shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Department 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.

4. 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 Department. The Services shall be deemed completed and finally accepted by the Department and the final deliverable shall be deemed approved by the Department as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Department unless the Department, 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 Department shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Department.
5. Any amount which the Department 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 Department within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Department for reimbursement must be made within 1 (one) year after receipt by the Department of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
6. 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
7. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Department by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

7.1.1. The Department 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.

7.1.2. The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-4 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 Department in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (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 Department 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 Department, other penal action including debarring for a specified period may also be initiated as per policy of the Department.

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 Principal Secretary, Department of Science and Technology 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) days 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. Intentionally left Blank

9.4.3.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 Department agree and undertake to carry out such Award without delay.

9.4.4.The Consultant and the Department agree that an Award may be enforced against the Consultant and/or the Department, as the case may be, and their respective assets wherever situated.

9.4.5.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

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of
Department

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel

Annex-3

Payment Schedule

Schedule of Payment

Stage	Percentage of Fees
On commissioning	10%
Inception Report	10%
Phase 1 - Draft Master Plan & Draft Capex Report	20%
Phase 2 - Final Master Plan and Final Capex Report	20%
Report on Institutional Plan and Public Program Plan	10%
Review of The Exhibit design Development	15%
Assistance in Module IV at the time of commissioning of the science city (Ready for Opening)	15%

Annex- 4

Bank Guarantee for Performance Security

To

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

In consideration of Principal Secretary, Department of Science and Technology (hereinafter referred as the “**Department**”, 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 Department’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) Consultancy Services for development of a Science City in Patna, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the department 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 Department an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Department by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

1. 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 Department stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Department 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).

2. We, (indicate the name of the Bank) do hereby undertake to pay to the Department 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.
3. 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 Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department 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.
4. We, (indicate the name of Bank) further agree with the Department that the Department 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 Department 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 Department or any indulgence by the Department 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.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

6. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Department in writing.
7. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Department 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

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 Department 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) Department and consultants:
 - (i) Potential consultant should not be privy to information from the Department which is not available to others;
 - (ii) Potential consultant should not have defined the project when earlier working for the Department;
 - (iii) Potential consultant should not have recently worked for the Department 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 Department 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 Department. 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 Department.
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 Department 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 Department at the earliest. Officials of the Department 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

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

Sub: Appointment of Consultant for preparation of Master Plan and Feasibility
Report for Development of a Science City in Patna

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 Development of a Science City in Patna. 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 Department any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Department 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 Department;
 - (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 Department 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 Department and/ or the Government of India 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. 100,000 (Rupees one lakh) in the form of a Demand Draft 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 90 (ninety) 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-5.
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 Department 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. 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	<p>Title of Consultancy: PREPARATION OF MASTER PLAN and FEASIBILITY REPORT FOR DEVELOPMENT OF A SCIENCE CITY IN PATNA</p>
1.2	<p>Title of Project: Development of a Science City</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p>
1.4	<p>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:</p>
1.5	<p>DETAILS AS REQUIRED BELOW FOR EACH CONSORTIUM PARTNER FIRM MUST BE PROVIDED IN SEPERATE SHEET. If the Applicant is Lead Member of a consortium, state the following for each of the other CONSORTIUM MEMBER FIRMS:</p>

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(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 department/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>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</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 Department and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? 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</p>

	<p>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 Department 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-2A

Joint Bidding Agreement

(To be executed on Non- Judicial Stamp paper of Rs 100)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of _____ 2013

AMONGST

M/s _____, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

M/s _____, a company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

M/s _____, a company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the **FIRST**, **SECOND** and **THIRD PART** are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

Department of Science and Technology, Government of Bihar, represented by its project director hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Bids**”) by its Request for Proposal dated _____ (the “**RFP**”) for selection of a Master Planning Firm/ consortium for Development of a Science City at **Patna, Bihar** (the “**Project**”).

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

3.1 Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the **Appointed Date** under the Agreement when all the obligations of the applicant shall become effective;

3.2 Party of the Second Part shall be {**the Technical/ Financial Member of the Consortium**};

3.3 Party of the Third Part shall be {**the Operation and Maintenance Member/ Other Member of the Consortium.**}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Initial Phase of the Project is completed under and in accordance with the Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

5.1 Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

5.2 The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having applicability to it;
- c. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- d. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- e. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- f. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- g. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Initial Phase of the Project is completed under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by Department of Science and Technology to the Bidder, as the case may be.

7. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of Department of Science and Technology.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

(Signature)

(Name)

(Designation) (Address)

For and on behalf of: SECOND PART

(Signature)

(Name)

(Designation)
(Address)

For and on behalf of THIRD PART
(Signature)
(Name)
(Designation)
(Address)

APPENDIX-I

Form-3

Brief description of the company Including Details of its Main line of Business.

APPENDIX-I

Form-4

Statement of Legal Capacity

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

Ref. Date:

To,

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

Dear Sir,

Sub: RFP for Consultant: Preparation of Master plan and Feasibility Report for Development of a Science City in Patna.

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 Lead Member

1. (Signature, name and designation of the authorised signatory)

For and on behalf of Consortium Partner

2. (Signature, name and designation of the authorised signatory)

For and on behalf of Consortium Partner

**Please strike out whichever is not applicable*

APPENDIX-I

Form-5

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 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 Master Plan and Feasibility Report for Development of a Science City in Patna, proposed to be developed by the Department of Science and Technology (the “**Department**”) 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 Department, representing us in all matters before the Department, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Department 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 Department.

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-6

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
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)

^{\$} 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-7

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Financial Expert						
	Architectural Facility Planner						
3.	Infrastructure Specialist						
4.	Science Centre Specialist						
5.	Exhibition Interpretative Specialist						

APPENDIX-I

Form-8

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. Proposed approach (Not more than two pages)

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-9

Abstract of Eligible Assignments of the Applicant[#]

S.No	Name of Project	Name of Client	Date of Completion of the Project.	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment ^{##} 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.

Exchange rate should be taken as Rs. 50 per US \$ for conversion to Rupees.

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

Note:

- 1) The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- 2) The Applicant may attach separate sheets to provide brief particulars of other relevant details & Experience of the other Consortium partner Firms.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

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: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

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.
3. Exchange rate should be taken as Rs. 50 per US \$ for conversion to Rupees.

APPENDIX-I

Form-11

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

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Description of Responsibilities
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							

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-I

Form-12

Work- Program.

S. No.	Deliverables as per TOR	Name of Responsible Person	Week Numbers																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																						
2.																						
3.																						
4.																						
5.																						
6.																						
7.																						
8.																						
9.																						
10.																						
11.																						

APPENDIX-II

APPENDIX II – FINANCIAL PROPOSAL

Ref. Date:

To,

Project Director
Bihar Council on Science and Technology
Department of Science and Technology
Planetarium Building (Taramandal), Bailey Road
Patna- 800001, Bihar, India
Phone: +91 612 2235264 Fax 0612-2230432
Email: pd@bcst.org.in

Sub: Appointment of Consultants for Preparing a Master Plan for a Science City in Patna on evolution of the history and civilisation of the Indian subcontinent.

Dear Sir,

We have perused the proposal documents, as per the Scope of work as per Schedule I to the RFP Document and other details and are willing to undertake and complete the assignments as per terms and conditions stipulated in the proposal document.

Our offer inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, all sundries, all other expenditure for execution of this assignment covering all 'Terms and conditions' (as per this RFP) is Rs _____ (i.e., in words Rupees _____). We also agree with the stage-wise and percentage-wise payments as detailed in **the RFP** of this document. This offer is valid for a period of 90days from the date of opening of the bid (bid due date).

Yours Sincerely

Signature (Authorized Signatory)

Name:

Address:

For and on behalf of

