



Bihar Industrial Area Development Authority

**Selection of Knowledge Partner for Policy & Vision
Preparation for BIADA**

**Bihar Industrial Area Development Authority
Government of Bihar**

15/September/2017

NOTICE INVITING TENDER
FOR
Selection of Knowledge Partner for Policy & Vision
preparation for BIADA

Bihar Industrial Area Development Authority (BIADA), Government of Bihar invites technical and financial proposal from reputed management consultancy firms of national and international repute for supporting the State of Bihar in promotion of industries and matters appurtenant thereto viz., Industrial policy development, vision preparation etc.

The document can be downloaded from the website <http://www.biadabihar.in/>. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of INR 5000 is to be submitted vide demand draft on any Nationalized bank/ Scheduled Bank in favour of the BIADA, Payable at Patna.

Issuer

Managing Director

Bihar Industrial Area Development Authority (BIADA)
1st Floor, UdyogBhawan,
East Gandhi Maidan,
Patna – 800 004
Bihar, India

Contents

1.	Fact Sheet	6
2.	Background Information	7
2.1	Background	7
2.2	About BIADA	7
2.3	Bihar Industrial Policy.....	8
3	Eligibility Criteria.....	9
3.1	Eligibility requirements for the Consultant.....	9
4	Instruction to the Bidders	11
4.1	General Conditions of Contract.....	11
4.2	Definitions.....	11
4.3	Compliant Tenders/ Completeness of Response	11
4.4	Pre-bid meeting & Clarifications.....	11
4.5	Key Requirements of the Bid	12
4.6	Preparation and submission of proposals.....	13
4.7	Evaluation Process	14
4.8	Modification and withdrawal of Bids	14
4.9	Proposal Forms	14
4.10	Local Conditions.....	14
4.11	Contacting BIADA	15
4.12	Eligibility Criteria.....	15
4.13	Tentative Schedule of Events	15
4.14	Opening of Proposal	15
4.15	Deciding Award of Contract	15
4.16	Confidentiality.....	16
4.17	Publicity	16
4.18	Execution of the Agreement.....	16
4.19	Duration of Contract	17
4.20	Terms and Conditions: Applicable Post Award of Contract	17
4.21	Onsite Deployment.....	20
4.22	Contract Performance Security	20
4.23	Statutory Requirements	21
4.24	Contract administration	21
4.25	Right of Monitoring, Inspection and Periodic Audit	21
4.26	AUTHORITY's Obligations.....	21
4.27	Information Security	22
4.28	Indemnity.....	22
4.29	Prices	22
4.30	Special Conditions of Contract.....	22
4.31	Payment Schedule	22

4.32	Dispute Resolution	23
4.33	Continuance of the Contract:	23
4.34	Conflict of interest	23
4.35	Severance	23
4.36	Governing Language.....	23
4.37	“No Claim” Certificate.....	23
4.38	Publicity.....	24
4.39	Force Majeure	24
4.40	General.....	24
4.41	Fraud and Corrupt Practices	26
5	Scope of Work.....	28
5A.	Work Duration.....	28
6	Team Composition	29
7	Evaluation and Selection.....	30
7.1	Technical Evaluation	30
7.2	Financial Evaluation	31
7.3	Selection.....	31
8	Annexures	32
8.1	Annexure I: Proposal Covering Letter	32
8.2	Annexure II: Financial Proposal Format.....	33
8.3	Annexure III: Draft Performance Guarantee	34
8.4	Annexure IV: Format for Professional Experience Citations.....	36
8.5	Appendix V: Format for Curriculum Vitae (CV) of Key Staff	37
8.6	Appendix VI: Format for Composition of Team and Tasks of Team Members.....	38
8.7	Annexure VII: Technical Proposal Submission Form.....	39

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") by Bihar Industrial Area Development Authority (BIADA), Government of Bihar hereinafter referred to as AUTHORITY/BIADA, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the AUTHORITY, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

BIADA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

BIADA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

SN	Particulars	Details
1.	Tender availability	15 th September 2017
2.	Last date for receiving queries	19 th September 2017
3.	Date of pre-bidding meeting	20 th September 2017 at 12:00 AM
3.	Response to queries	22 nd September 2017
4.	Proposal due date & time	25 th September 2017 at 05.00PM
5.	Technical proposal opening	26 th September 2017
6.	Technical presentation	3 rd October 2017
7.	Financial bid opening	04 th October 2017
8.	Letter of award	To be intimated to the Selected Bidder
9.	Start date	To be intimated to the Selected Bidder
10.	Cost of Tender (Demand Draft) – non-refundable	INR 5000 (Rupees Five Thousand Only)
11.	Performance Bank Guarantee	10% of the Fees of the Selected Bidder
12.	Website for Tender Documents	http://www.biadabihar.in/
13.	Method of Selection	QCBS 75:25
14.	Contact Details and address of Pre-bid meeting	Mr R S Srivastava - Managing Director Bihar Industrial Area Development Authority 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna – 800 004 Website : www.biadabihar.in e-mail : biada-bih@gov.in

Note:

1. AUTHORITY reserves the right to change any schedule of bidding process. Please visit AUTHORITY website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2. Background Information

2.1 Background

About Bihar

The state of Bihar is located in the eastern part of India. It is the 12th largest state in terms of geographical size at 38,202 sq/miles (98,940 km²) and 3rd largest by population. Bihar lies mid-way between West Bengal in the east and Uttar Pradesh in the west. It is bounded by the country of Nepal to the north and by the state of Jharkhand to the south. The Bihar plain is divided into two parts by the river Ganges which flows through the middle from west to east. Bihar has notified forest area of 6,764.14 km², which is 6.8% of its geographical area. Hindi and Urdu are the official languages of the state, while the majority of the people speak Angika, Bhojpuri, Magadhi, Maithili and Bajjika.

Ancient Bihar (which consisted of Anga, Videha/Mithila, Magadha and Vajji/Vrijji) was a centre of power, learning and culture in primeval and classical India. From Magadha arose one of India's first and greatest kingdoms, the Mauryan Empire, as well as one of the world's most widely adhered to religions, Buddhism. Magadha empires, notably under the Maurya and Gupta dynasties, unified large parts of South Asia under a central rule. Its capital Patna, earlier known as Pataliputra, was an important centre of Indian civilization. Nalanda and Vikramshila were centres of learning, established in the 5th and 8th century respectively in Bihar. These are counted amongst the oldest and truly international universities, where people from all over the world came to study. Bihar also has the distinction of giving the world its first democracy through Lichchivi (now Vaishali) during ancient era.

The current state government has made significant strides in improving governance. The improved governance has led to an economic revival in the state through increased investment in infrastructure, better health care facilities, greater emphasis on education, and a diminution in crime and corruption. Indian and global business and economic leaders feel that Bihar now has good opportunity to sustain its growth and thus they are showing interest in investing in the state.

The State of Bihar is blessed with huge natural resources such as minerals, forests, water resources, energy sources, fertile land, etc. which can place the State amongst one of the top most prosperous and developed states of the country. Besides, the State is also gifted with relatively moderate climate, good rainfall, good rail and road communication etc.

Bihar enjoys a natural advantage in some sectors like food processing, leather, tourism, etc. and the State Government would like to leverage upon these advantages to ensure maximum employment generation and improve the standard of living of the people.

2.2 About BIADA

Bihar Industrial Area Development Authority (BIADA) was constituted under the statutory provision of the Bihar Industrial Area Development Act 1974 with a mission to promote and assist industrialisation and create awareness about the Industrial Policy of state as well as creating environment for consistent growth of Industries in the state. There are 50 Industrial Areas (IA) / Industrial Estates (IE) / Large Industrial Estates (LIE) / Growth Centres (GC) / Mega Industrial Parks (MIP) under 4 Regional Offices as follows:

- Patna – IA Patliputra, IA Fatuha, IA Hajipur, EPIP Hajipur, IA Biharsharif, IA Nawada, IA Gaya, IA Jehanabad, IA Aurangabad, GC Aurangabad, IA Dehri-on-Sone, IA Barun, IA Bikramganj, IA Buxar, IA Bihiya, GC Giddha, IA Bihta, MIP Bihta, IA Barauni, IA Kopakalan
- Bhagalpur – LIE Barari, IA Jamalpur, IA Munger, IA Sitakund, IA Lakhisarai, GC Kahalgaon, GC Maranga, IE Purnea City, IE Forbesganj, IE Katihar, IE Khagara (Kishanganj), IE Bhediadangi
- Muzaffarpur – IA Sitamarhi, IA Siwan, IA/IE Muzaffarpur, IA Bettiah, IA Kumarbagh, IA Ramnagar, IA Raxaul
- Darbhanga – IE Bela, IE Dharampur, IA Donar, IA Pandaul, IE Jhanjharpur, IE Samastipur, GC Khagariya, IE Saharsa, IE Murliganj, MGC Udakishanganj

The objective of setting up BIADA are as follows:

- To promote and develop infrastructure for industries in the industrial area such as road, drainage, water, power
- To help, support entrepreneurs to setup industries and provide assistance and incentives under the industrial policy of the State
- Dissemination of Information about the Industrial Policy and create an investor friendly atmosphere in the state

In addition, BIADA in its endeavor to promote industrial activity in the State and establish Bihar as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Bihar for facilitating Investment.

To achieve these objectives, BIADA intends to engage a qualified eligible multi-disciplinary International / National Consulting Firm as Knowledge Partner for Preparation of Vision and Policy Document.

2.3 Bihar Industrial Policy

Vision

To establish Bihar as the most preferred investment destination by leveraging the state's comparative advantages and maximizing employment opportunities for attaining a balanced regional and sustainable development.

Mission

- Achieve industrial development growth rate of 15% per annum
- Increase contribution of the secondary sector to the GSDP to more than 25% in line with the National Manufacturing Policy and —Make in India initiative
- Create direct employment opportunities for 5 lakh people across all economic sectors
- Attract on-ground investment of Rs.15,000 crore
- Create high-end infrastructure facilities to attract investments in the state
- Eradicate regional industrial imbalance by uniformly extending the benefits of investment to all geographical areas of the state
- Provide relatively more economic benefits to the priority sections of society such as SC/ST, women, differently abled, war widows, acid attack victims and third gender entrepreneurs.
- Ensure that industries facilitate skill development of local people, so as to achieve the target of 15 million skilled youths as per the —Seven commitments of the State Government.
- Increase the competitiveness of MSMEs and adoption of —Zero Defect Zero Effect manufacturing practice

Priority sector

Bihar Industrial Investment Promotion Policy, 2016 has identified 10 priority sectors, viz. Food Processing, Tourism, Small Machine Manufacturing, IT-ITeS-Electrical and Electronic Hardware Manufacturing, Textiles, Plastic and Rubber, Renewable Energy, Healthcare, Leather, Technical Education for expediting industrial development in the state.

3 Eligibility Criteria

3.1 Eligibility requirements for the Consultant

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the Managing Director, BIADA, Govt. of Bihar, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
	Qualification Criteria	
Legal Entity	The bidder should be a single Business Entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2017.	Certificates of Registration/ Incorporation
Financial Capacity	The bidder should have a minimum annual turnover of INR 100 crore from Indian operations in business consulting services in each of the previous three financial years (FY 14-15, 15-16 and 16-17)	Certificate from statutory auditor/ audited financial statements for the three previous financial years.
Turnover from Government Consulting Services	The bidder should have a minimum annual turnover of INR 10 Crore from Government/Public Sector consulting services in India in each of the last 3 financial years (FY 14-15, 15-16, 16-17)	Certificate from statutory auditor.
Bidder Experience	<ol style="list-style-type: none"> 1. Experience of undertaking vision assignments for atleast 2 states government 2. Experience of industrial policy development for atleast one state government in the country 	Letter of Award and Completion Certificate
Blacklisting	The Bidder should not have been blacklisted/ banned/ debarred/ under investigation by any State Government or Central Government entity / PSU in the last 5 Years	Self-certification. False certification and/or non-disclosure will lead to disqualification from the evaluation process and blacklisting by the State of Bihar.
Employee Strength	Minimum 200 employees in consulting division in India.	Self-certification letter
India Presence	Should have offices in a minimum of 7 out of top 10 metro Cities in India.	Self-certification letter with office locations clearly specified
Global Presence	Should have offices in atleast top 10 cities on Global Financial Centres Index of March 2017	Copy of annual report or similar report showing the location of the offices

Consortia/Tie Ups/JVs / Subcontracting of any kind	Not permitted	Would lead to automatic disqualification.
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4 Instruction to the Bidders

4.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the AUTHORITY on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the AUTHORITY. Any notification of preferred bidder status by the AUTHORITY shall not give rise to any enforceable rights by the Bidder. The AUTHORITY may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the AUTHORITY.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

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

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b. "Consultant" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- c. "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- d. "Personnel" means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by bidders in response to the RFP issued by the BIADA, Govt. of Bihar for selection of Knowledge Partner
- f. "Services" means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the BIADA, Govt. of Bihar.

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified and respond to each element in the order asset out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.4 Pre-bid meeting & Clarifications

4.4.1 Bidders Queries

- a. AUTHORITY shall invite queries from bidders as per the details mentioned Fact Sheet of this document.

- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to AUTHORITY by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet
- c. Sheet of this document through the e-mail of only authorized representative of the bidder. The queries should necessarily be submitted in the following format:

Section/PageNo.	Content of RFP requiring clarifications	Change/Clarification Requested	Remarks

- d. AUTHORITY shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the AUTHORITY.
- e. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, ‘AUTHORITY’ reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by the Managing Director, BIADA will endeavour to provide timely response to the queries. However, AUTHORITY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does AUTHORITY undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, AUTHORITY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the BIADA website <https://Biharindustry.gov.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, AUTHORITY may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Right to terminate the process

- a. AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by AUTHORITY. The bidders’ participation in this process may result AUTHORITY selecting the bidder to engage towards execution of the contract.

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <http://www.biadabihar.in/>. Online bid submission fee in form of bank demand draft of INR 5,000/- drawn in favor of BIADA, payable at Patna from any nationalized bank/scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Submission of Responses

- a. Technical Cover (containing)
 - i. Bid Document Fees (in a separate sealed envelope)
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
 - iii. Technical Proposal (in a separate sealed envelope)
- b. Financial Proposal (containing)
 - i. Cover Letter
 - ii. Financial proposal

4.5.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

4.6 Preparation and submission of proposals

4.6.1 Proposal preparation cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by AUTHORITY to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. BIADA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents the English translation shall govern.

4.6.3 Late Bids

- a. Original hard copy of Tender fees received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter
- c. AUTHORITY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained
- d. AUTHORITY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments

4.7 Evaluation Process

- a. BIADA will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by the AUTHORITY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by AUTHORITY, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the AUTHORITY.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The AUTHORITY shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the AUTHORITY. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the AUTHORITY on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

4.11 Contacting BIADA

Any effort by a bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Bidder shall not approach AUTHORITY officers after office hours and/or outside AUTHORITY office premises, from the time of the proposal opening till the time the Contract is awarded.

4.12 Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid GSTIN for this Tender. Any kind of consortium will not be permitted.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

4.14 Opening of Proposal

First, The Technical cover will be opened. The Financial proposal may be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

4.15 Deciding Award of Contract

- a. The AUTHORITY reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to BIADA and its appointed representative on the date asked for, at no cost to the AUTHORITY. The AUTHORITY may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. AUTHORITY shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. AUTHORITY shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.

- c. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the AUTHORITY at the opening of bid.
- d. After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with AUTHORITY.
- e. Special Condition for Awarding the Agreement:
 - i. BIADA will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. BIADA may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. BIADA will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. BIADA will have the right to ask for additional Team members beyond what has been specified in this RFP.

4.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

4.17 Publicity

Any publicity by the bidder containing the name of AUTHORITY should be done only with the explicit written permission from the AUTHORITY.

4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected bidder, a performance security of 10% of contract value has to deposited in the form of FDR/TDR/DD/BG of any nationalized in the name of The Managing Director, BIADA, Govt. of Bihar, for a Period of one year and shall sign the Agreement with in

Twenty one days from the issue of LoA. Agreement is extendable for a period of one more years at an additional cost of 10% at the discretion and satisfactory performance of consultant.

4.18.1 Performance Guarantee

The successful Consultant company/firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Security' in this document.

4.19 Duration of Contract

The CONTRACT shall initially be valid for a period of 6 Months from the date of signing of Agreement. AUTHORITY may extend the Agreement; the fee for the same will be decided on mutual agreement.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

- a. AUTHORITY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by AUTHORITY; or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d. If the selected bidder, in the judgment of the AUTHORITY, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If AUTHORITY terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.1 Termination for Default

- a. AUTHORITY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 45 days is given to the selected bidder to rectify the breach):
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by AUTHORITY; or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d. If the selected bidder, in the judgment of the AUTHORITY, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If the AUTHORITY terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.2 Termination for Insolvency

AUTHORITY may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the AUTHORITY.

4.20.1.3 Termination for Convenience

6. ~~BIADA may, by not less than 30 days written notice to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:~~

- a. In such case, AUTHORITY will pay for all the pending invoices as well as the work done till that date by the Consultant.
- b. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- c. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by BIADA

- a. BIADA may, by not less than 30 days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The Technical Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the AUTHORITY may have subsequently granted in writing;
 - ii. 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;
 - iii. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. The Consultant submits to the AUTHORITY a statement which has a material effect on the rights, obligations or interests of the AUTHORITY and which the Technical Consultant knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or 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 sixty (30) days
- c. If the AUTHORITY would like to terminate the contract for reasons not attributable to the Consultant performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the AUTHORITY would like to terminate the contract for reasons attributable related to the Consultant performance, the government will give a rectification notice for 3 months to consultant in writing with specific observations and instructions.

4.20.1.5 Termination by Consultant

- a. The Consultant may, by not less than 30 days written notice to the AUTHORITY, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- b. The AUTHORITY is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the AUTHORITY of the Technical Consultant's notice specifying such breach;
- c. If there are more than 2 un-paid invoices and AUTHORITY fails to remedy the same within 30 days of the submission of the last un-paid invoice
- d. 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 sixty (30) days; or
- d. The AUTHORITY fails to comply with any final decision reached as a result of arbitration.

- e. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by AUTHORITY to the Consultant within 30 days of the contract termination

4.20.1.6 *Consequences of Termination*

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], AUTHORITY shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of AUTHORITY to invoke the AUTHORITY Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available AUTHORITY under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Liquidated Damages

- a. Notwithstanding AUTHORITY's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. No Damage will be charged in case of force measure beyond control of the bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. AUTHORITY reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by AUTHORITY to the bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of Liquidated Damages(LD) for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total contract value. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this contract.

4.20.3 Dispute Resolution Mechanism

The Bidder and the AUTHORITY shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- Matter will be referred for negotiation between Officer nominated by AUTHORITY and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Patna and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4.20.4 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or AUTHORITY as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or AUTHORITY shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

4.21 Onsite Deployment

One of the team members at consultant level of the proposed team should be stationed in Patna for the entire project period.

4.22 Contract Performance Security

- a. Within 21 days after the receipt of notification of award of the Contract from the AUTHORITY, the successful Bidder shall furnish Contract Performance Guarantee to the AUTHORITY, Patna, which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss / penalties resulting from the Suppliers failure to complete its obligations under the contract.

- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

4.23 Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep AUTHORITY indemnified in this regard.

4.24 Contract administration

- a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
- b. Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
- c. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- d. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
- e. For the purpose of execution or performance of the obligations under this Contract, the AUTHORITY representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the AUTHORITY representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- f. A committee comprising of representatives from the AUTHORITY and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the AUTHORITY.

4.25 Right of Monitoring, Inspection and Periodic Audit

The AUTHORITY reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The AUTHORITY may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The AUTHORITY shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the AUTHORITY and the Selected Bidder undertakes to cooperate with and provide to the AUTHORITY/ any other Consultant/ Agency appointed by the AUTHORITY, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the AUTHORITY may, without prejudice to any other rights that it may have, issue a notice of default.

4.26 AUTHORITY's Obligations

The AUTHORITY representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

AUTHORITY shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

AUTHORITY shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.27 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the AUTHORITY, out of premises, without prior written permission from the AUTHORITY.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by AUTHORITY, whichever is earliest, return any and all information provided to the Selected Bidder by AUTHORITY, including any copies or reproductions, both hard copy and electronic.

4.28 Indemnity

The Selected Bidder shall execute and furnish to the AUTHORITY, a Deed of Indemnity in favour of the BIADA, Govt. of Bihar, in a form and manner acceptable to the AUTHORITY, indemnifying AUTHORITY from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of 10% of Contract value in favour of the AUTHORITY.

4.29 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of the engagement. AUTHORITY however reserve the right to review and negotiate the charges payable.

4.30 Special Conditions of Contract

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

4.31 Payment Schedule

The payment as specified in financial format Annexure -3 as submitted by Selected Consultant shall be made on a Monthly basis.

TA/ DA Rules and expense related to travel outside Patna shall be reimbursed by Authority, in such cases where arrangements are not being made by the AUTHORITY:

- a. To claim reimbursement, resources needs to submit the Travel Expense Claim to the AUTHORITY along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip
- b. Submission of hotel bills is mandatory with the Travel Expense Claim
- c. For local travel during official visit within Patna, Consultants will make their own arrangements
- d. Team members should have their own laptops and other peripherals including mobile phone

Instruction:

The Invoice shall be submitted after every Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the AUTHORITY.

For additional resources (deployed during the project), payment shall be made on monthly basis.

4.32 Dispute Resolution

The AUTHORITY and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the AUTHORITY and the Selected Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- a. In the case of a dispute or difference arising between the AUTHORITY and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties
- b. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings
- c. The venue of arbitration shall be the Patna, India
- d. The AUTHORITY may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause

4.33 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.34 Conflict of interest

The Bidder shall disclose to AUTHORITY in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.35 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.36 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

4.37 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against AUTHORITY, under or by virtue of or arising out of, the contract, nor shall AUTHORITY entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim "certificate in favour of AUTHORITY in such form as shall be required by it after the work is finally accepted.

4.38 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the AUTHORITY first gives its written consent to the selected bidder.

4.39 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The AUTHORITY will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.40 General

4.40.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the AUTHORITY and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the AUTHORITY and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

AUTHORITY will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

4.40.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of AUTHORITY.

4.40.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless AUTHORITY notifies the Selected Bidder of its release from those obligations.

4.40.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.40.5 Governing Law

This contract shall be governed in accordance with the laws of India.

4.40.6 Jurisdiction of Courts

The High Court of India at Patna, Bihar has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.40.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.40.8 Notices

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Managing Director

Bihar Industrial Area Development Authority

1st Floor, Udyog Bhawan,

East Gandhi Maidan, Patna – 800 004,

Website: www.biadabihar.in

e-mail: biada-bih@gov.in

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

4.40.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.40.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.40.11 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the services under this contract.

4.40.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.41 Fraud and Corrupt Practices

4.41.1 Fraud and Corrupt Practices

- a. The Bidders 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 AUTHORITY shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 AUTHORITY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- b. Without prejudice to the rights of the AUTHORITY under Clause above and the rights and remedies which the AUTHORITY may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority 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 Bidder shall not be eligible to participate in any tender or RFP issued by the AUTHORITY during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the AUTHORITY 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "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 AUTHORITY who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the AUTHORITY, 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 AUTHORITY in relation to any matter concerning the Project;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "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;

- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by AUTHORITY 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
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.41.2 Arbitration

BIADA and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, AUTHORITY and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to The Secretary, Department of Industries, Govt. of Bihar, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.

All Arbitration proceedings shall be held at Patna, Bihar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

5 Scope of Work

The Scope of Work for the proposed engagement will be as follows:

1. Review of the current policies of BIADA in light of the changing times
2. Best practices study
3. Suggest suitable measures for adoption of relevant best practices
4. Assistance in structuring & collation of BIADA annual reports
5. Branding plan for BIADA
6. Draft vision document for BIADA for 2025 and action plan for 4 years
7. Preparation of cluster diagnostic reports (Two at Max)
8. Review of the current industrial policy and suggest changes
9. Policy inputs for promotion of priority sectors (Three at Max), enabling hard & soft infrastructure for industrial investment, including incentive packages

5A. Work Duration

To be completed within 6 months from the date of award of contact.

6 Team Composition

The team for the engagement should comprise the following:

SN	Position	Number	Experience	Deployment
1	Project Manager cum Policy Expert	1	Post graduate with minimum 10 years of experience in similar projects - policy preparation	Intermittently for review meetings
2	Vision/ business plan expert	1	Post graduate with minimum 7 years of experience in similar projects – vision development/ business plan	50% time of the assignment duration
3	Consultants	2	Post graduate with minimum 5 years of experience in similar projects.	One at Patna and another at Mumbai

If at any point in time, the AUTHORITY feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks.

7 Evaluation and Selection

7.1 Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;

- i. Are not submitted in as specified in the RFP document.
- ii. Received without the Letter of Authorization for the authorised signatory
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The AUTHORITY may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/implementation of the project including management period.
- d. Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
 - i. Preliminary Examination of Pre-qualification/ Eligibility Criteria documents: The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.
 - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - Supporting document is to be submitted in Technical Cover.
 - Supporting document should clearly indicate value of the completed/on-going project and scope of work/ services should be clearly highlighted.
 - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
 - Bidders failing to comply any of the above then the Bid will be summarily rejected.

SN	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Project Experience	50	
A-1	Drafting of Industrial/ Sector Policies for Governments as paid engagements Each policy project of central or state Government will be given three marks and maximum of 15 marks	15	Letter of Award/ Certificate from the Client
A-2	Experience in vision preparation/ business plan Each Project: 3 marks Maximum of 15 marks	15	Letter of Award/ Certificate from the Client showing the time period and contract value
A-3	Experience in investment and industrial promotion and branding Each Project: 3 marks Maximum of 15 marks	15	Letter of Award/Certificate from the Client showing the time period and contract value
A-4	Experience of working in Bihar through projects awarded by Central Govt. / Govt. of Bihar / Donor agency / PSU (Each project valued more than INR 20 Lakhs two marks)	5	Letter of Award/Certificate from the Client showing the time period and contract value
B	Approach & Methodology	25	
C	Team	15	
D	Technical Presentation	10	
	Total	100	

7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 75% and financial proposal will be allotted weightage of 25%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

If the number of prequalified applicants is less than 2 (two), the AUTHORITY may at its sole discretion prequalify the next Applicant, so that at least two applicants compete for the assignment.

The Financial Proposals shall be given scores as follows:

$$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration}$$

1. Fm: Lowest financial proposal
2. Sf: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.75 (or 75 %) and 0.25 (or 25%) respectively to the technical and financial scores of each qualifying proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Total Score} = (Te \times 0.75) + (Sf \times 0.25) \quad \text{Te: Technical score.}$$

7.3 Selection

The Applicant scoring the highest Total Score shall be declared as the "Selected Bidder".

8 Annexures

8.1 Annexure I: Proposal Covering Letter

Date:

To,

Managing Director
Bihar Industrial Area Development Authority (BIADA)
1st Floor, Udyog Bhawan,
East Gandhi Maidan,
Patna – 800 004
Bihar, India

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and confirm that :

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices by any of the Government agencies.
6. We are submitting our eligibility, technical and financial bid documents along with Tender cost.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)

8.2 Annexure II: Financial Proposal Format

To
Managing Director
BIADA
1st Floor, Udyog Bhawan
East Gandhi Maidan
Patna – 800 004

Subject: Selection of knowledge partner for policy and vision preparation

Sir,

We, the undersigned, offer to provide the consulting services of Knowledge Partner for Policy and Vision preparation to Bihar Industrial Area Development Authority, Govt. of Bihar in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

	Figures	Word
Professional fee		
Taxes		
Total fee		

The blended manmonth rate is -----/-

Notes

- The above includes all travel, lodging and other out of pocket expenses within Patna; no extra claims above what has been mentioned in this section will be allowed during the engagement
- All boarding and lodging expenses for any trip outside of Patna for project related work to be reimbursed by the CLIENT/AUTHORITY on actual in situations where the arrangement is not made by the AUTHORITY itself.
- The above includes any applicable taxes
- The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials):

Name and Title of Signatory:

8.3 Annexure III: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Managing Director of BIADA, Govt. of Bihar, having its office at Government of, India (hereinafter called “Managing Director, BIADA, Govt. of Bihar” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company formed under _____ (specify the applicable law) and having its registered office at 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna – 800 004, Bihar, India _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated ___/___/2017 issued by Managing Director, BIADA, Govt. of Bihar, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Managing Director, BIADA, Govt. of Bihar as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director, BIADA, Govt. of Bihar, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director, BIADA, Govt. of Bihar
 - i. Bihar amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director, BIADA, Govt. of Bihar stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director, BIADA, Govt. of Bihar is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____
 - i. (Expiry Date) (both dates inclusive) or till the receipt of a claim, from BIADA, Government of Bihar under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director, BIADA, Govt. of Bihar prior to the Expiry Date shall survive the expiry of this Guarantee till such time

that all the moneys payable under this Guarantee by the Guarantor to Managing Director, BIADA, Govt. of Bihar.

5. In order to give effect to this Guarantee, Managing Director, BIADA, Govt. of Bihar shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director, BIADA, Govt. of Bihar or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director, BIADA, Govt. of Bihar against the Bidder or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director, BIADA, Govt. of Bihar or any indulgence by Managing Director, BIADA, Govt. of Bihar to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its
_____ and authorized office.

Authorized Signatory _____ Bank

8.4 Annexure IV: Format for Professional Experience Citations

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/Company
Name of Client		No. of Staff No. of Person Months
Start Date	Completion Date	Approx. Values of Services
Name of Associated Firms(s) if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

8.5 Appendix V: Format for Curriculum Vitae (CV) of Key Staff

Photo	1. Name:			
	2. Position:			
	3. D.O.B:			
	4. Education:			
5. Employment Record	From	To	Company	Position Held
6. Brief Profile				
7. Countries of Work Experience				
8. Languages (Read & Write)				
Representative Projects				
Nature of Work: Year: Location: Company: Position Held: Main Features: Activities Performed:				
Nature of Work: Year: Location:				

Company:	
Position Held:	
Main Features:	
Activities Performed:	
	Name:
Signature:	

8.6Appendix VI: Format for Composition of Team and Tasks of Team Members

Sr. No.	Name	Qualification and Experience Required (in Years)	Proposed Position	Task Assigned

8.7 Annexure VII: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/Declaration

TP-2 Consultant's Organization and Confirmation to eligibility criteria

TP-3 Consultant's experience for Technical Evaluation

TP-4 Approach, Methodology and Work Plan for Performing the Assignment

TP-6 Team Composition

TP-7 Curriculum Vitae (CV) for Key Staff