

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar Undertaking)
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus ,Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)


Letter.No:BSEIDC/PLN/ 245 /2015 - 3666

Patna , Date. 13.05.15

Addendum/Corrigendum-3

With reference to NIT No. -46/2014-15 for the work of Empanelment of consultant for preparation of Detailed Project Report (DPR) for BSEIDC Ltd." the following amendments have been made as mentioned below. Query/request/advice raised during the Pre-bid meeting and received on e-mail of BSEIDC have been addressed in this Addendum/Corrigendum.

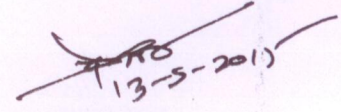
Sl. No.	Existing Clause	Amended Clause
1	Clause 2.3 of the RFP " Consultant is eligible to submit only one Proposal each under different categories (A/B/C). A Consultant applying individually or as a member of a consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be".	Clause 2.3 of the RFP " An Applicant Firm/Consultant may apply either in one or more than one categories (A/B/C). Separate proposal with all requirements should be submitted for separate categories".
2	Clause 1.4 of Introduction of the RFP "The Client has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals. Comprising Technical and Financial bids to be submitted in two separate sealed envelops. In, the first stage, A technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a panel of short-listed Consultants (maximum six nos.) shall be prepared category wise as specified in Clause 3.2. Proposals will be ranked according to their technical scores as specified in Annexure I. The Consultants shall be selected in each category considering highest marks in descending order as per Annexure I, on the panel of the Client (the "Successful Consultants"). The financial bid of those empanelled consultants will be opened. The financial bid of the lowest bidder (empanelled consultants) will be accepted after negotiation. The lowest negotiated rate will be offered to other empanelled consultants. Those, who agree with the lowest negotiated rate, will be kept in the final list of empanelled consultants at this negotiated rate. The work will be allotted as per requirement and work load".	Clause 1.4 of Introduction of the RFP "The Client has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals. Comprising Technical and Financial bids to be submitted in two separate sealed envelops. In, the first stage, A technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a panel of short-listed Consultants (maximum six nos.) shall be prepared category wise as specified in Clause 3.2. Proposals will be ranked according to their technical scores as specified in Annexure I. The Consultants shall be selected in each category considering highest marks in descending order as per Annexure I, on the panel of the Client (the "Successful Consultants"). The financial bid of those empanelled consultants will be opened. The financial bid of the successful lowest bidder (empanelled consultants) will be accepted. This rate will be offered to other empanelled consultants. Those, who agree with the lowest rate, will be kept in the final list of empanelled consultants. The work will be allotted as per requirement and work load".



3	<p>Clause 2.2 (10) of the RFP In case of a consortium / JV / SPV there should be an agreement / MoU executed by all the companies constituting the consortium mentioning inter alia the following:</p> <p>a. That they agree to work jointly for the assignment.</p> <p>b. That they agree to be jointly and severally responsible for the assignment.</p> <p>c. The percentage share between the consortium members. The share of each member in the total fees to be clearly indicated in the agreement.</p> <p>d. That the Lead Consultant shall be sole representative of the consortium and is authorized to sign all the agreement and correspondence for the said assignment.</p> <p>e. Bids are liable to be rejected if the said agreement between the members forming the consortium, as indicated above, is not enclosed. It may be noted that expatriate members of the consortium will be required to take necessary permissions from the Reserve Bank of India (RBI)/FIPB, and such other authorities as applicable".</p>	<p>Clause 2.2 (10) of the RFP Consortium / JV / SPV will not be allowed".</p>
4	<p>Clause 1.3 at Introduction of the RFP The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time.</p>	<p>Clause 1.3 at Introduction of the RFP The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time".</p>
5	<p>Clause 6.1 of the RFP The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process".</p>	<p>Clause 6.1 of the RFP 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".</p>
6	<p>Clause 14.2 of the RFP In case dispute arising between the BSEIDC and the Consultant, which has not been settled amicably, the Consultant can request the BSEIDC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Managing Director, BSEIDC. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself</p>	<p>Clause 14.2 of the RFP In case dispute arising between the BSEIDC and the Consultant, which has not been settled amicably, the Consultant can request the BSEIDC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Managing Director, BSEIDC. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Patna, Bihar. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself</p>

7	Evaluation Criteria at Sl. No.3 Under Annexure-I of the RFP "Turnover: Consultant should have a minimum Average Annual Turnover in the last three Financial Years ending 31 March 2014 of Rs.100 lacs 5.0 lacs for Category B and 2.50 lacs for Category C duly supported by balance sheet certified by the Chartered Accountant. (Ref. Annexure C)".	Evaluation Criteria at Sl. No.3 Under Annexure-I of the RFP "Turnover: Consultant should have a minimum Average Annual Turnover in the last three Financial Years ending 31 March 2014 of Rs.100 lacs for category A, 50.0 lacs for Category B and 25.0 lacs for Category C duly supported by balance sheet certified by the Chartered Accountant. (Ref. Annexure C)".
8	Clause 8 in GCC of the RFP "The Contract shall be written in English or Punjabi Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English or Punjabi Language".	Clause 8 in GCC of the RFP "The Contract shall be written in English or Hindi Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English or Hindi Language".

The other terms & condition shall remain unchanged.


 Chief Engineer
 BSEIDC.Ltd.