

INFRASTRUCTURE DEVELOPMENT AUTHORITY
(A Government of Bihar Undertaking)

Request for Proposal (RFP)

for

**Selection of Consultant for providing Transaction Advisory services for
Development, Operation and Maintenance of an Information Technology
tower at Dakbunglow Crossing, Patna on Concession basis through
Public Private Partnership**



**Infrastructure Development Authority
(A Government of Bihar Undertaking)
1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna-4
Ph- +91-612- 2675933/ 2675935 Fax- +91-612-2675934
www.idabihar.com, Email: md@idabihar.com**

INDEX

S.N	Subject	Page No.
1.	Background	3
2.	Scope of Work	3
3.	Criteria for selection of Transaction Advisor.	5
4.	Evaluation Process	7
5.	Professional Fees and Timelines.	8
6.	Submission of Proposals.	9
7.	Conflict of Interest.	10
8.	Right to Accept or Reject the proposals.	11
9.	Fraud and Corruption.	11
10.	Clarification and Amendment of RFP.	12
11.	Earnest Money Deposit.	12
12.	Disqualification.	12
13.	Award of Contract.	12
14.	Duration.	13
15.	Confidentiality	13
16.	Intellectual Property Rights.	14
17.	Termination of Contract	14
18.	Force Majeure	15
19.	Resolution of Disputes.	15
20.	Indemnity	16
21.	Liability	17
22.	Schedule of Events.	17
23.	Communications.	17
24.	Late proposals	17
25.	Modifications/Substitution/withdrawal of Proposal	18
26.	Assistance to be provided by the Authority	18
	Annexure-A	
(i)	Form Tech-1	19
(ii)	Form Tech-2	20
(iii)	Form Tech-3	21
(iv)	Form Tech-4	22
(v)	Form Tech-5	23
(vi)	Form Tech-6	24
	Annexure-B	
(i)	Form Fin-1	25
(ii)	Form Fin-2	26
(iii)	Format for Financial Information	27
	Annexure-C	
(i)	Format for Agreement	28
	Annexure-D	
(i)	Format for performance Guarantee/Bank Guarantee Bond	30
	Annexure-E	
(i)	Format for Power of Attorney	32

Request for Proposal for Selection of Consultant for providing Transaction Advisory Services for development, operation and maintenance of an Information Technology tower at Dakbungalow crossing, Patna on Concession basis through Public Private Partnership.

1. Background :

Infrastructure Development Authority (IDA) is the Nodal Agency for the Public-Private Partnership (PPP) Projects in Bihar constituted under the Bihar State Infrastructure Development Enabling Act, 2006 for rapid development of physical and social infrastructure and to attract private sector participation in designing, financing, construction, operation and maintenance of infrastructure Project in the State. IDA has mandate to undertake PPP Projects in all sectors such as Roads, Health, Land Reclamation, Canals, Dams, Water Supply, Waste management, Sewerage, Drainage, Public Markets, Public Building, Inland Water Transport, Gas and Gas related Works, Sport and Recreation infrastructure, Real Estate etc. and the Government is empowered under the Statute to notify other sectors also.

IDA and Information Technology Department, Govt. of Bihar intends to procure the services of a highly-experienced transaction advisor to assist it in selection of a private developer for development, operation and maintenance of an Information Technology (IT) tower at Dakbungalow crossing, Patna through Public Private Partnership on Concession basis. The aforesaid IT tower at Patna, Bihar is envisaged as a hub for all types of IT and software technology developmental activities in order to develop IT based infrastructure and promote private investment for growth of IT based industry in the state.

Transaction Advisor should be capable of furnishing all necessary professional, technical, and expert services as required to complete all the elements of Consultancy assignment described in the Scope of Work. Authority is seeking Transaction Advisor, which can bring together a team of professionals and sub-professionals capable of completing all aspects of the Consultancy assignment. This will require a high degree of management and technical expertise and experience directly related to structuring of Public-Private Partnership. TA will be required to provide qualified personnel including experts in the relevant sector, public-private partnerships, investment promotion, project preparation and appraisal, policy and legal issues.

The consultant will be required to establish a local presence if none is in place currently.

2. Scope of Work:

The scope of work for the Transaction Advisor is:

(i) Finalize the Project Structure

The Transaction Advisor shall finalize the project structure for the IT tower based on the information to be provided by IDA and Information Technology Department, Govt. of Bihar.

(ii) Prepare the bidding document

The Transaction Advisor shall be responsible for preparing the complete set of documents, complying with State/Union law, policies and guidelines, and in accordance with the established bidding systems. The documents shall include feasibility report, RFQ, RFP, Bid evaluation criteria, draft concession agreement The documentation must be consistent with the requirements of the project and instructions of Information Technology Department, Govt. of Bihar and IDA. The Transaction Advisor must also provide all drafting, bidder communication and administrative

support necessary for entire procurement process and contract management in accordance with applicable law and policy, and to the highest standards of efficiency, quality and integrity.

(iii) Bid process design:

(A) The Transaction Advisor must design and administer a pre-qualification process, issuing the Request for Qualification Documentation (“RFQ”) with the intention of:

- Ensuring that the IT Department’s IDA’s exact interest regarding the Project is communicated clearly to prospective market participants;
- Determining the extent and nature of interest in the private sector;
- Request the prospective bidders to indicate their interest based on the information in the RFQ;
- Pre-qualifying a competitive number of competent consortia in a manner that is equitable, open and transparent and the result of which is that each pre-qualified bidder is capable of providing the facilities and services required by the Authority. The Transaction Advisor must prepare all necessary RFQ documentation, and assist the Authority to set up and administer the pre-qualification process by way of which the Authority can pre-qualify the parties. It shall assist the Authority to evaluate and pre-qualify bidders and provide with a clearly defined and concise pre-qualification process and compliance Report.

(B) The Transaction Advisor must design a suitable bid process along with bid evaluation system and criteria, that will ensure comparable bids, suitable bidder communication (i.e. interaction with prospective bidders) but not compromising with the IDA’s position and assist IDA in such a manner that the process will inspire and build market confidence.

(iv) Prepare the Request for Proposal document

The Transaction Advisor must prepare a RFP document in accordance with best industry practice. The RFP must concisely set out:

- The output specifications of the project
- Requirements for compliant/responsive bids
- A risk profile as established in the Feasibility Study
- The financial mechanism
- The Bid Process
- Evaluation Criteria
- Bidder Communication Systems

All bidding documents prepared by the Transaction Advisor will have to obtain the Authority’s written approval.

(v) Draft Concession Agreement

The Transaction Advisor (Consultant) shall prepare a draft PPP Agreements, based on best industry practices. Close liaison with PPP Cell (IDA) shall have to be maintained during the entire process. The Draft Concession Agreement must include mechanisms in terms of which the Government of Bihar is able to measure performance and operate a penalty system.

(vi) Bid Process Management

The Transaction Advisor (consultant) shall provide all necessary administrative support to the Authority for the efficient and professional management of the bidding process, conducting structured engagement between IDA and bidders, and assisting IDA with proper bidder communication and receipt of bids.

(vii) Evaluation of Bids

An Evaluation Committee, assisted by the Transaction Advisor (Consultant) , will evaluate bids in line with the bid evaluation criteria stipulated in RFP. A “best and final offer (BAFO)” process shall be followed.

(Viii) Signing of Concession Agreement

The Transaction Advisor shall assist the Authority with all matters pertaining to the signing of the final Concession Agreement.

(IX) Post concession Agreement The transaction adviser shall assist the Information Technology department in monitoring the implementation of the project in accordance with the provision of the concession agreement and management of the contract.

3. Criteria for Selection of Transaction Advisor:

The consultant that fulfils the following pre-qualification criteria shall be considered eligible. Failure to comply with the pre-qualification Criteria shall render the consultant ineligible.

- i. Minimum Eligibility Criteria:** The applicant shall need to fulfil following minimum eligibility criteria.
 - a.** The applicant should be a Company/Firm/LLP registered in India. Consortium is allowed for this project (Consortium with members not exceeding two can also participate in the bid).
 - b.** The applicant should have extensive experience of **at least 15 years** in providing Transaction Advisory services/ Consultancy to government clients in Infrastructure projects through PPP. The applicant should also submit details regarding its experience in such projects along with copy of the contracts and work orders.
 - c.** The Firm should have received a minimum of Rs 100 Cr per annum as revenue from operations in the last three financial years. (duly Supported by audited balance sheet or Statutory Auditor certificate).For avoidance of doubt ,”revenue from operations” hereafter refer to fees received by the firm for providing advisory or consulting services to its clients.
 - d.** The applicant should not have been barred by any Central government department/agency, State Government department/agency at the time of submission of application.[To be submitted as or undertaking by authorized signatory]

- ii. Criteria for Technical Evaluation:** Only bidders meeting the above minimum eligibility shall be considered for technical evaluation. The selection of Consultant shall be based on the following technical criteria:

Sr. No.	Evaluation Parameter	Marks
1	Experience of rendering Transaction Advisory/consulting services (including bid process management and documentation) to government, regulatory commission, tribunal, statutory authority or public sector entity for selection of a private partner in an infrastructure project through PPP. 4 marks per project	20 Marks
2	Additional 1 mark for each such project taken in Information Technology.	5 Marks
3	Experience of providing consultancy to any government body in monitoring and management of the Concession contract in an Infrastructure Project on PPP basis.	10 Marks

	4 marks per such contract	
4	Experience of providing consultancy services in development of any (Public or Private) Information Technology Infrastructure Project/IT Parks/Electronics Manufacturing Cluster Project worth more than 50 crore. 2 marks for each project	10
5	Consultancy services for state level Investment promotion in India in past 5 years preceding the PDD. 2 projects 5 marks, else 0	2.5 marks per project
6	<p>First 4 positions to be on permanent payroll at the time of bidding i.e Team Leader, Financial Expert, Legal Expert and PPP cum procurement expert. The position of Expert in facility management need not be in the payroll of the Consulting Firm.</p> <p>(I) Team Leader The Team Leader Should be a B.E/B.Tech in civil engineering/Computer Science/B.Arch., or their equivalent, with post-graduation in MBA/CA/CFA or equivalent from a reputed institute with at least 15 years of experience. He should have a minimum experience of 10 years in providing consultancy services in infrastructure development projects with exposure to the IT sector. He Should also have demonstrated experience in providing transaction advisory services in development of infrastructure projects on PPP basis.</p> <p>Project experience Transaction advisory Services in : Infrastructure Project on PPP basis- 2 marks/ project (Max-8 marks) 0.5 mark per such project if concerned with IT Infrastructure development. (max-2 marks)</p> <p>(II) Financial Expert: Essential: MBA in finance or equivalent with minimum 10 years of relevant experience.</p> <p>Project experience:- Transaction advisory Services in : Infrastructure Project on PPP basis- 2 marks/ project (Max-8 marks) 0.5 mark per such project if concerned with IT Infrastructure development. (max-2 marks)</p> <p>(III) Legal Expert: Should have a Bachelor of Law degree with over 10 years of experience in providing opinion on the legal aspects of the PPP project, formulation and vetting of all legal documents of a PPP project, providing opinion on legal and regulatory environment, review the guidelines on procurement, contracting, safeguards etc. concerned with the PPP project.</p> <p>Project experience 1 mark per project in which above works performed</p> <p>(IV) PPP cum Procurement expert</p>	<p>10(8+2)</p> <p>10(8+2)</p> <p>5</p>

	<p>Essential MBA or equivalent with min 10 years of work-experience out of which 5 years' experience should be in consultancy in Govt. Sector</p> <p>Project experience</p> <ul style="list-style-type: none"> • Experience of 3 financial modelling project 5 marks 2 projects 4 marks else 0 • Four IT procurement project in Govt., if yes 3 marks, 2 projects 2 marks else 0 • Experience of 5 years in Govt. sector consulting, if yes 2 marks, 3 years 1 marks else 0 • PPP projects - 4 projects in Govt, 5 marks 3 projects 2 marks else 0 <p>(V) Expert in Facility Management: He must be an MBA with experience in delivering the agreed levels of service activities that are required to manage, operate, maintain and support a facility in a quality environment at appropriate cost to meet the business requirements. He must have experience in Coordinating all efforts relating to planning, designing, and managing buildings and their systems.</p>	5
7	Description of Approach, Methodology & Detailed Work Plan	15
	Total	100

4. Evaluation Process: The Agency shall be selected through a competitive bidding process. A two stage selection process will be adopted in evaluating the Proposals. In the first stage, pre-qualification shall be assessed based on criteria given at clause 3.1 above. In the second stage, a technical evaluation will be carried out. In the third stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Institution/agency shall be selected while the second ranked Institution will be kept in reserve.

- i. **Evaluation of Technical Proposal:** Technical Proposal will be evaluated on the basis of parameters given under clause ii above. 80% of weightage shall be given to the technical proposal and 20% to financial proposal. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 marks shall qualify for further consideration.
- ii. Format for Financial Proposal:

Phase I- Bid Cycle Management

Sr No	Position	Rate per month A	Number of days in month on which required	Total Months B	Cost C=(A*B)	Taxes D	Total cost C+D
1.	Team Lead		7	2.25			

2.	Finance expert /Analyst		30	9			
3.	Legal Expert		7	2.25			

Phase II- Contract Monitoring/management

Sr No	Position	Rate per month A	Number of days in month on which required	Total Months B	Cost C=(A*B)	Taxes D	Total cost C+D
1.	PPP cum procurement expert		7	6			
2	Expert in facility management		30	24			

NOTE: Above engagement period may be varies as per need.

Total Fee (Fm): Phase I Cost + Phase II Cost

- iii. **Evaluation of Financial Proposal:** Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total project fee quoted in the Financial Proposal shall only be considered. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Team to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF_x = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

- iv. **Combined Technical & Financial Evaluation:** Proposals will finally be ranked according to their combined technical (STx) and financial (SFx) scores as follows:

$$S = ST_x \times 0.8 + SF_x \times 0.2$$

Where S is the combined score, and the weights assigned to Technical Proposal and Financial Proposal shall be 0.80 and 0.20 respectively. The selected Firm shall be the first ranked consulting agency (having the highest combined score). The second ranked consulting agency shall be kept in reserve in case the first ranked firm withdraws, or fails to comply with the requirements as the case may be.

5. **Professional Fees and Timelines :** The Consultant shall be paid the professional fee under the engagement as per following:

A. Project Fee: In consideration of services linked to the professional fee shall be linked to following milestones.

Sr. No.	Milestone	Fee Payable **
Phase-1		
1	On acceptance of Project concept & Plan	10% of quoted fee
2	On acceptance of RFQ , RFP& DCA	20% of quoted fee
3	On Submission of RFP Evaluation report	10% of quoted fee
4	On Signing of Concession Agreement	30% of quoted fee
Phase-2		
5	In equal QGR in 24 months	30% of quoted fee

*** Payments shall be released only after completion of the milestone which shall be considered as achieved only after approval of the submissions made against each milestone.*

All submissions must be made in 4 hard copies and 1 soft copy.

The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under this Agreement without the permission of the Authority.

6. Submission of Proposals :

- a. The bid document can be downloaded from the website www.idabihar.com. This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in the Bid Document.
- b. Bidders may please note that bid document cost of Rs. 10,000/- is to be paid at the time of submission of bids. Subsequently, bidders will be required to pay the Earnest Money Deposit along with their bid.
- c. All payments towards Cost of Bid Document, Earnest Money Deposit etc. shall have to be with the bid. Bids not accompanied by Cost of Bid Documents and Earnest Money shall be summarily rejected.
- d. This tender document is not transferable.
- e. Bidders are advised to study the document carefully.
- f. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- g. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
- h. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by the Authority. The Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short-listing process.

- i. Further clarifications, corrigendum and any other information related to this tender will be available at website www.idabihar.com only. The Authority reserves the right to accept or reject any or all responses without assigning any reason.
- j. The Authority may, at its own discretion, extend the date for submission of proposals. In such a case, all rights and obligations of the Authority, on behalf of Govt. of Bihar and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7. Conflict of Interest

1. The Consultants should provide professional, objective, and impartial advice and at all times and hold the Authority's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Consultants shall not be hired under the circumstances set forth below:
 - (a) Consultants (including their experts and other personnel, and sub-personnel) that have a close business or family relationship with a professional staff of the Government entity/organizations (or of the project implementing agency/Authority) who are directly or indirectly involved in any part of:
 - 1) The preparation of the RFP for the assignment
 - 2) The selection process for the contract
 - 3) The supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government entity/organizations throughout the selection process and the execution of the contract
2. The consultant shall not deploy former employees of Department/Organizations in any assignment under the RFP if time since when employee has left the organization (cooling-off period) is less than 1 year as on date of submission of bid.
3. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - (a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - Or
 - (b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder
4. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice. The Authority shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.
5. All conflicts must be declared as and when the Consultant becomes aware of them. They should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of the project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in

the process.

6. Any Bidder found to have a Conflict of Interest may be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Earnest Money Deposit.
7. The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the Government entity/organizations under the contract.
8. A Consultant shall submit only one proposal. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified.
9. Member(s) of the Evaluation team may withdraw as an RFP evaluator if they find themselves in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

8. Right to Accept or Reject the Proposals

The Authority reserves the right to

- a) Annul the selection process, and/or
- b) to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- c) 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.

9. Fraud and Corruption

It is required that the Consultants submitting Proposal and the Consultant selected through this RFP must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of the Services.

(i) For this purpose, definition of the terms is set forth as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority or its personnel in contract executions.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition;
- (c) "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in clause 2.
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- (e) "Undesirable practice" means
 - 1) Establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - 2) Having a Conflict of Interest.

- (f) “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.
- (ii) The Authority shall reject a proposal for award, if it determines that the Consultant recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
 - (iii) The Authority will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.
 - (iv) Such Consultants shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 years from the date such Applicant or Consultant, 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.

10. Clarification and Amendment of RFP

- a) During process of evaluation of the Proposals, the Authority may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame
- b) The Authority may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out through Corrigendum and the bidders may amend their proposal due to such amendments.
- c) Bidders are advised to check the website of the Authority www.idabihar.com regularly for any Addendum/ Corrigendum/ Amendments related to Project.
- d) The amendments so placed on Authority’s website will be binding on all the bidders. From the date of issue, amendments to the RFP Document shall be deemed to form an integral part of the RFP. Further, in order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, the Authority may, at its discretion extend the deadline for submission of bids.

11. Earnest Money Deposit

- a) Earnest Money Deposit of Rs. 1,00,000 shall be deposited by Demand Draft issued by any scheduled bank drawn in favour of “**Managing Director, Infrastructure Development Authority**”, and payable at **Patna** before
- b) The Earnest Money will be forfeited on account of one or more of the following reasons:
 - (a) Bidder withdraws its Proposal during the validity period specified in the RFP.
 - (b) Bidder does not respond to requests for clarification of its Proposal.
 - (c) In case bidder is disqualified for reasons mentioned in clauses 7 and 9.
 - (d) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - (e) In case of a successful bidder, the said bidder fails to sign the Agreement in time.

12. Disqualification

The Authority may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
3. Submitted a proposal that is not accompanied by required documentation or is non responsive;
4. Failed to provide clarifications related thereto, when sought;
5. Submitted more than one Proposal;
6. Debarred by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
7. Submitted a proposal with price adjustment/variation provision.
8. Any other reason as decided by Tender Evaluation Committee.
9. Not accompanied by the required Document Fees and Earnest Money Deposit.

13. Award of Contract

The Authority will notify the successful bidder in writing that its proposal has been accepted. The selected Consultant will have to submit the Performance Security for an amount equivalent to 10 percent of the quoted fees in the form of Bank Guarantee valid for a period of one year from the date of issue of Letter of Acceptance as per format prescribed and sign the Contract Agreement as per format prescribed within 7 days of the notification. After signing of the Contract Agreement, the Earnest Money Deposit of all the unsuccessful Bidders as well as that of Successful Bidders shall be duly returned. Post signing of the Contract Agreement no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties. **The date of signing of the Agreement shall be deemed to be the date of commencement of the services.**

In case there is a tie for the first ranking, the Authority shall have the discretion to negotiate with any of the first bidders to obtain the best terms and award the contract accordingly. In case there is still a tie after the negotiations, the Authority will award the contract at its own discretion to any of the first bidders based on reasons to be recorded in writing considering the factors related to service / cost to the end users and the Authority.

Failure of the successful bidder to sign the contract **OR** willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest

Money, in which event the Client may choose to award the work to another bidder or call for fresh bids.

14. Duration

- i) The contract initially will be valid for a period of 2 years and 9 months
- ii) The Authority reserves the right to extend the duration on mutually agreeable terms and conditions.

15. Confidentiality

i) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/or the Organizations to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

ii) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Authority, the Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

16. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the Authority from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the Authority shall be defended in the defense of such proceedings. Any process, method, tool or data including written designs and copyrights, moral rights, arising out of this agreement will be the sole property of the Authority.

17. Termination of Contract

Termination by Client

The Authority may, at any time, by a prior written notice of 30 days, terminate this Contract or reduce the scope of the Services.

On receipt of a notice of termination or reduction in scope of the Services, the Consultant must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and continue work on any part of the Services not affected by the notice.

If the Contract is terminated the Client shall be liable only for making payments towards the services rendered upto the date preceeding the effective date of termination; and reasonable costs incurred by the Consultant and directly attributable to the termination.

The Consultant's association with the Authority may terminate in following ways:

1. The term of Contract expires.
2. Termination of Contract by the Authority due to non-performance during the execution of Project.
3. Performance is below expected level.
4. Non adherence to the timelines of the Project.
5. Quality of work is below satisfactory level of the Authority.

Termination by Consultant

Without limiting any other rights or remedies the Consultant may have against the Authority, arising out of or in connection with this Contract, the Consultant may terminate this Contract by giving at least 30 days notice to the Authority if:

If the consultant is unable to carry out any of its obligations under the Contract for any reason attributable to the Authority, including but not limited to the Authority's failure to provide or obtain any governmental permit/approval/sanction necessary for the execution and/or completion of the Services;

On termination of this Contract the Consultant must:

1. stop work on the Services;
2. deal with Client's Material as reasonably directed by the Client; and
3. return all the Client's Confidential Information to the Client. Upon issuance of a notice for termination of this agreement the Parties shall mutually agree upon a transition plan and comply with such a plan. The consultant will extend full cooperation in supporting the transition process to the satisfaction of the Authority.

Termination for Insolvency, Dissolution Etc.

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

Termination for Convenience

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

18. Force Majeure

- i) The Consultant shall not be liable for termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of nature, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii) If a Force Majeure situation arises, the Consultant shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Resolution of Disputes

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavours. To this end, the

parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

A. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then SI No.B of resolution of disputes shall become applicable.

B. Resolution of Disputes

In case dispute arising between the Authority on behalf of Govt. of Bihar and the Consultant, which has not been settled amicably, the Consultant can request the Authority to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceeding 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.

C. Legal Jurisdictions

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

20. Indemnity

Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the

Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non- infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party s sole and exclusive remedies and Indemnifying Party s entire liability with respect to infringement.

The indemnities set out shall be subject to the following conditions:

1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

2. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence.
3. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
4. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
5. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
6. if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

21. Liability

The liability of Consultant for any claim in any manner related to this Agreement, including the work, deliverables or Services covered, shall be the payment of direct damages only which shall in no event in the aggregate, exceed the fees and expenses received under this. The liability cap shall not be applicable to the indemnification obligations.

22. Schedule of Events

The following table enlists important milestones and timelines for completion of bidding activities:

Sr. No.	Event Description	Date and Time
1	Issue of Request for Proposal (RFP)	20.06.2017
2	Pre-Bid Meeting	30.06.2017, 12.00 PM
3	Last Date and time for submission of RFP	24.07.2017, 03.00 PM
4	Date of opening of Technical Bids	24.07.2017, 03.30 PM
5	Date and time of opening of Financial Bids	To be informed

23. Communications

All communications including the submission of Proposal shall be addressed to:

Managing Director

Infrastructure Development Authority

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800004

Ph- +91-612- 2675933/ 2675935 Fax- +91-612-2675934

www.idabihar.com, Email: md@idabihar.com

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

RFP Notice No 10/RFP/IDA/17 Dated for Selection of Consultant for providing Transaction Advisory services for the development, operation and maintenance of

an IT tower at Dakbunglow crossing, Patna on concession basis through Public Private Partnership.

24. Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

25. Modification/ Substitution/ Withdrawal of Proposals

- 1) The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2) The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause **Error! Reference source not found.**, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.
- 3) Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

26. Assistance to be Provided by the Authority

The Authority shall provide the Consultant the following:

Any information as may be required during the course of the assignment. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

Annexure A

Technical Proposal

FORM TECH - 1

Technical Proposal Submission Letter

(On the Applicant's letter head)

Date:

To

Managing Director,
Infrastructure Development Authority,
1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004

Subject: Selection of Consultant for providing Transaction Advisory Services for the Development, operation and maintenance of an IT tower at Dakbunglow crossing, Patna on concession basis through Public Private Partnership

Sir\Madam,

We, the undersigned, are pleased to submit our Technical Proposal for “Transaction Advisory services for the Development, operation and maintenance of an IT tower at Dakbunglow crossing, Patna on concession basis through Public Private Partnership .”

We certify that the information provided in the proposal is true to the best of our knowledge and understand that any variation to the same may lead to rejection of our proposal.

Yours sincerely,

Authorized Signatory (In full and initials)

Name and Title of Signatory

Name of the Firm

Address

FORM TECH-2

Consultant's Organization and Experience

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. Abstract of previous similar / eligible assignments done in the last 7 years #.

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Professional fee received by the Firm (in Rs. lakh)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
	Areas of Experience:			

The Firm should provide details of only those assignments that have been undertaken by it under its own name.

* List only those assignments for which the Consultant was legally contracted by the Client as a company. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

FORM TECH-3
Relevant Project Details

A. Format for Relevant Projects Carried Out in the Last Fifteen Years That Best Illustrates Experience. Using the format below, provide information on key assignments for the Firm was legally contracted. Use separate sheets for each project

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs Lakhs):
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

FORM TECH-4

Description of Approach, Methodology and Work Plan

FORM TECH-5
Format for Team Composition

Sr. No.	Name of Staff	Position	Qualification

FORM TECH-6
Curriculum Vitae of Proposed Team Members

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Degree	College/ University	Year

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Annexure B

Financial Proposal

FORM FIN – 1 Financial Proposal Submission Form

(Date and Reference)

To,
Managing Director,
Infrastructure Development Authority,
1st Floor, Udyog Bhawan, East Gandhi Maidan , Patna-800004

Dear Sir,

Subject: Selection of Consultant for providing Transaction Advisory services for the development, operation and maintenance of an IT tower at Dakbunglow crossing, Patna on concession basis through Public Private Partnership

We, _____ (Firm(s) name) herewith enclose the Financial Proposal in Form Fin-2 for the above mentioned project. We agree that this offer shall remain valid for a period of 60 (sixty) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory(s))

Note: The Financial Proposal is to be submitted strictly as per the formats given in the RFP.

FORM FIN - 2
Format for Financial Proposal

Fixed Fees: Our fixed fees of the scope of work outlined in the technical proposal would be a sum of _____ (in Words and Figures) this amount is exclusive of the Service Tax. The payment schedule for the milestones will be as tabulated below:

Sr. No.	Milestone	Fee Payable **
Phase-1		
1	On acceptance of Project concept & Plan	10% of quoted fee
2	On acceptance of RFQ , RFP& DCA	20% of quoted fee
3	On Submission of RFP Evaluation report	10% of quoted fee
4	On Signing of Concession Agreement	30% of quoted fee
Phase-2		
5	In equal QGR in 24 months	30% of quoted fee

FORMAT FOR FINANCIAL INFORMATION

Average Annual Turnover of the Applicant.

All figures in Rs. Crore

Financial Year	Annual Turnover from Consulting Business
2013-14	
2014-15	
2015-16	

Financial Year: 1st April to 31st March

Note:

The Applicant shall submit Annual reports and audited financial statements (Balance Sheet, profit and loss account and if available cash /funds flow statement)

SIGNATURE

DATE

NAME

DESIGNATION

COMPANY SEAL

COMPANY

Certificate from the Statutory Auditor

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

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

(Signature, name and designation of the authorized signatory)

ANNEXURE C

FORMAT OF AGREEMENT

This agreement is made at Patna onthe day of 2017 between Infrastructure Development Authority, having its office at 1st Floor, Udyog Bhawan, East Gandhi Maidan Patna- 800004 (hereinafter referred to as the “Authority”/First party)through.....and M/s.....through Shri.....duly authorized vide.....having its office at (hereinafter called the “Consultant”) which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and assigns as Second Party.

Whereas pursuant to selection of the said consultant in terms of tender no..... dated..... the Consultant M/shas agreed to be the Consultant for providing Transaction Advisory services for development, operation and maintenance of IT Tower at Dakbunglow Crossing, Patna on concession basis through Public Private Partnership .

This Agreement between the Parties witnessth the following terms and conditions:

- 1) This Agreement shall form part of the RFP for selection of Consultant for providing Transaction Advisory services for development, operation and maintenance of IT tower at Dakbunglow crossing, Patna on concession basis through Public Private Partnership and all the terms and conditions mentioned in the RFP shall form part and parcel of this agreement, as applicable.
- 2) By this Agreement, the First party hereby agrees to appoint Second party as Consultant for a period of two years and nine months and the Second party as such, hereby agrees to serve the Authority as Consultant for the above mentioned period on terms and conditions enumerated hereinafter :-
 - a. That the Consultant has agreed to execute the work on consultancy fee as mentioned in its financial proposal submitted to the Authority or on mutually agreed rates.
 - b. That the Authority agreed to pay the Second party the consultancy fee as per a schedule mentioned in clause 5 of this RFP.
- 3) **Scope of Work:** The said Consultant shall carry out all the functions as described under Scope of Work as mentioned in Clause 2 of the RFP.
- 4) **Payment of Consultancy Fees:** -_The Consultant shall be paid according to its financial proposal or by mutually agreed rates.
- 5) **Payment schedule:**_ As per Clause 5 of this RFP.
- 6) **Payment toward Visits:-** All expenses for visits performed by the Consultant in connection with completion of the assignment are included in the fees of Consultant mentioned herein and nothing extra beyond the agreed fees is payable among to them.
- 7) **Termination:-** The agreement may be terminated at any time by the Authority upon 7 days notice in writing to show cause for alleged breach of the terms and conditions being given to Consultant. Upon consideration of show cause the Authority shall take a decision. The contract may be terminated or rescinded and the performance Gaurantee shall be forfeited in case of breach. The Consultant may be blacklisted for a maximum period of 5 years after an opportunity to show cause against his conduct. In case the agreement is terminated on account of consultant’s work not being satisfactory, the

Authority will get the work done at the risk and cost of the consultant and performance Guarantee/Security money shall be forfeited.

- 8) Power of closure:** At any time the Authority may decide to close the agreement either in power in full or otherwise around the scope of work without any liability to each other.
- 9) Penalty:-** In case the consultant fails to complete the work within the contract period owing to reasons attributable to consultant apart from termination and forfeiture of security, liquidated damages upto a maximum of 10% of the total fees payable shall be levied on the consultant. The Authority shall be entitled to deduct such damages from the dues that may be payable to the consultant.
- 10) Force Majeure:-** Neither party shall be responsible for any failure to observe any of the provisions of this RFP to the extent to which non-fulfilment is due to any circumstances beyond the control of any of the parties such as acts of God, Government actions, war, strikes, riots, terrorism and any act and omission of the like nature and notice thereof shall be given by the party invoking this clause immediately after occurrence of any such circumstances. If the force majeure conditions remain in existence for more than 90 days then this agreement shall be liable to be closed by either party without imposing any penalty/claim against each other.
- 11) Dispute Settlement:-** That in all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to engagement under this RFP shall be referred to the sole arbitrator appointed by both the parties of this agreement in accordance with Arbitration and Conciliation Act, 1996 whose decision shall be final, conclusive and binding upon the parties.
- 12) Jurisdiction:-** 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 and further assignments

In witness whereof this agreement has been executed between the parties here to by their authorized officers in duplicate the day and the year first above written in presence of the following witnesses:

For and on behalf of

For and on behalf of

M/s

Infrastructure Development Authority

WITNESSES:

WITNESSES:

ANNEXURE D

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the Governor of Bihar (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and(hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupeesonly) as a security/guarantee from the consultant for compliance of its obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the Bank) hereby undertake to (indicate the name of the Bank) pay to the amount not exceeding Rs.(Rupeesonly) on demand by the Government.
2. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said consultant. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only).
3. We, the said Bank, further undertake to pay to the any money so demanded notwithstanding any dispute or disputes raised by the consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under, and the consultant shall have no claim against us for making such payment.
4. Wefurther agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged, or till the Authority on behalf of the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said consultant and accordingly discharges this guarantee.
5. We.....further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said consultant, and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said consultant or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said consultant or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

7. We.....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid uptounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.(Rupees)only and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday offor

(Indicate the name of the Bank)

ANNEXURE-E
POWER OF ATTORNEY

Know all men by these presents, we(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing atwho is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our RFP for the **selection of Consultant for providing Transaction Advisory services for development, operation and maintenance of IT tower at Dakbunglow crossing, Patna** proposed to be developed by Information Technology Department, Govt. of Bihar and IDA (the “Authority”) including but not limited to signing and submission of all applications and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority and undertaking consequent to acceptance of our RFP and generally dealing with the Authority in all matters in connection with or relating to or arising out of our RFP for the said project.

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

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF20** for.....(Signature, name, designation and address).

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:-

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of attorney should be executed on a non-judicial stamp paper of INR 100 (Indian Rupees Hundred only) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of attorney for the delegation of power hereunder on behalf of the Applicant.

Every page of Foreign Documents(s), i.e. Documents(s) created or originating from outside the Republic of India, such as work experience Certificate(s), financial details (s), Power of Attorney(s) [notarized in the jurisdiction where the Power of Attorney is being issued], qualifying documents(s) etc. shall be compulsorily authenticated/embossed/legalized from the Indian Embassy/Indian High Commission Situated in the country from where such Document(s) are created or are originating, before any such Document(s) are used for the purpose of applying towards this project, Such notarization and authentication/embossment/legalization from the Indian Embassy/Indian High Commission shall also apply to all such documents(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly authorized Translator.