

**Request for Proposal for Setting up of Project
Management unit (PMU) to provide Technical and
Advisory Support to Infrastructure Development Authority**

INFRASTRUCTURE DEVELOPMENT AUTHORITY

(A GOVT.OF BIHAR AUTHORITY)

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Notice No: 29/RFP/IDA/2025

RFP for Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority

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 of infrastructure Project in the State.

IDA intends to set up Project Management unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority for undertaking PPP projects under various infrastructure sectors through open competitive bidding process.

The details regarding the objective, scope of work, selection process and instruction to applicants are contained in the Request for Proposal (RFP) document which can be downloaded from the website of the Authority (www.idabihar.com) for which a non-refundable tender fee of **Rs. 20,000/- (Twenty Thousand)** and a refundable Earnest Money Deposit/ Bid Security of **Rs. 05 (Five) Lakh** in the form of Demand Draft from scheduled bank drawn in favor of "Managing Director, Infrastructure Development Authority" and payable at Patna must be submitted along with the proposal at the time of submission of proposal.

A pre-bid meeting shall be held at the Conference Hall of IDA on **07.08.2025 at 12.00 PM**. The proposal shall be addressed to the Managing Director, Infrastructure Development Authority at the address mentioned above on or before **27.08.2025 latest by 04.00 PM**. Proposal received after the due date shall not be opened and returned unopened.

IDA reserves the right to modify the RFP, extend or modify the dates or cancel the entire bidding process at its sole discretion without assigning any reasons thereof.

Director (Administration)
Infrastructure Development
Authority, Patna
Government of Bihar

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to the Bidders and selected agency, whether verbally or in documentary form by or on behalf of Infrastructure Development Authority, Government of Bihar (GoB) [hereinafter referred to as "Client"] through any of its employees, is provided on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an offer or invitation to any other party. The purpose of this RFP document is to provide the bidders information to assist the formulation of their proposal submission. 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 Client and its employees to consider the objectives, financial situation and particular needs of each bidder. Client and its employees make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFP document, the award of the Proposal and any other information supplied by or on behalf of Client or their employees arising in any way from the Proposal process. Client may at its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that Client is in a position to furnish is limited to this RFP document and the information available at the contact addresses given in Project Data Sheet.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Proposal process in accordance with this RFP document, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Proposal does not ensure selection of the Transaction Advisor as Successful Transaction Advisor(s). The Client reserves the right to reject all or any of the Transaction Advisors or Proposals without assigning any reason whatsoever. The Client reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

INVITATION FOR PROPOSALS

A. Background

- I. Infrastructure Development Authority, Government of Bihar (GoB) [hereinafter referred to as "IDA"] intends to select an agency for setting up Project Management Unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority for undertaking PPP projects under various infrastructure sectors through open competitive bidding process.
- II. This Request for Proposal (RFP) is for the Selection of an agency for setting up Project Management Unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority, Govt. of Bihar's (hereinafter referred as the "Project").
- III. A "Single Stage" bidding process is being followed for determining the Successful Bidders, wherein the Bidders would submit their Proposals on/before the Proposal Due Date as mentioned in the Proposal Data Sheet. The Bidders shall submit the detailed Technical Proposals as set out in this RFP document.
- IV. This RFP document contains information about the process of Proposal, bidding process, proposal submission qualification, evaluation process and selection.
- V. A level of service, as specified in this RFP document would be maintained, during the Proposal period, by the successful Bidders.
- VI. Bidders would be required to submit Technical Proposals as per formats given in this RFP document. The Technical Proposal will be examined for substantive compliance or responsiveness to the Proposal requirements. IDA would evaluate the Technical Proposals as per the Proposal criteria mentioned in this RFP Document and accordingly, select the agency for the Project.
- VII. The complete Proposals should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet, in the manner specified in the RFP document. IDA shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

B. Eligibility

- I. The Bidders eligible for participating in the above assignment shall be a single Business Entity meeting with the requirements described as below. The term Bidder used hereinafter would therefore apply to the single entity only.
- II. The Bidder shall be in the business for a minimum period of five years and shall submit documentary proof, incorporation certificate, Registration Certificate under Income Tax and GST for the same.
- III. The Bidder should be technical/ strategy/ management consulting firm. Joint Ventures/ Consortiums are not allowed.

- IV. The Bidder should not have suffered bankruptcy/ insolvency in the last five financial years in the format specified at Annexure XII of this RFP.
- V. The Bidder should not have been currently blacklisted by any Government/ Public Sector Organization in the format specified at Annexure XIII of this RFP.

Note: The Bidder must submit, with its Technical Proposal, the documentary evidence regarding fulfilment of all the above criteria.

C. Minimum Qualifying Criteria

The Firm/ Company (hereinafter referred to as the “**Bidder**”), shall fulfil the following Minimum Qualifying Criteria:

1. Technical Capacity

The Bidder shall have, over the past 07 (seven) years preceding the Proposal Due Date (PDD),

- i. The Bidder shall have, over the past 07 (seven) years preceding the Proposal Due Date (PDD), completed a minimum of 05 (five) Project Management Unit (PMU) engagements with minimum one year of duration successfully completed to support Central/ State government in India regarding.

Strengthen PPP ecosystem, including project formulation and development.

- ii. Provided 05 transaction advisory support for PPP projects/ Asset Monetisation, with minimum professional fee of not less than INR 02 Crore;

Notes:

- i. The Bidder shall be required to provide the Completion Certificate issued by the client or Client Confirmation Letter or Auditor/ CA Certificate for each of the projects submitted to demonstrate experience.
- ii. The supporting document(s) claimed for each firm's relevant experience shall be placed immediately after specifying details of the respective Eligible Assignment as per specified formats provided in the Annexure VI and VII of the RFP Document.
- iii. PMU assignments for providing technical and/ or advisory support pertaining to Industrial Corridors, IT implementation, Audit & Assurance services, Tax and Legal Advisory services, Architecture and Engineering Design based projects and skill development shall not be considered.
- iv. Eligible Assignments shall be considered for evaluation only if substantiated with Letter of Award (LOA) or Work Order Copy or Service Contract Agreement and Completion Certificate or Client Confirmation Letter or Auditor/CA Certificate. The experience claimed by the Bidder is liable to be rejected in absence of satisfactory documentary proofs.
- v. LOA/ Work Order copy or Service Contract Agreement and Completion Certificate or Client Confirmation Letter or Auditor/CA Certificate shall specifically mention Client Name, type of work as per above experience requirement category in the Scope of Work/ Terms of Reference, duration of Consultancy along with Total Project Cost and clearly highlight the relevant scope/ terms for evaluating the experience.

- vi. Assignments with same agreement including extensions will be considered and counted as a single assignment or project for the purpose of evaluation under Minimum Qualifying and Scoring Criteria.

2. Financial Capacity: The Bidder shall have;

- i. Average annual financial turnover of the Bidder shall be at least INR 100 Crore (Rupees One Hundred Crore only) during the last three financial years (FY 2021-22, FY 2022-23, and FY 2023-24). For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients;

AND

- ii. Net worth of Bidder during last audited financial year - FY 2023-24 shall be positive.

Notes:

- i. The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy and Net Worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.
- ii. If the bidder does not have an Auditor, then it has to furnish the Certificate specifying the Annual Turnover from Consultancy and Net Worth from a Chartered Accountant who certifies its annual financial statements.

Important notes for preparation of Proposal:

The Bidders should consider the following notes while preparing their proposals for this assignment.

1. The assignments taken-up or completed by the Bidder in last 07 (seven) years should be showcased for Minimum Eligibility Criteria and Technical Evaluation and Scoring purposes, and to be provided in the specified formats as provided in the RFP Document.
2. For the purpose of this RFP Document, a Business Entity shall mean a registered partnership firm, or a company registered in India under the Companies Act 1956 or under Indian Companies Act 2013.
3. All Bidders should have ensured that, their submitted technical documents/credentials are fulfilling the requirements of minimum eligibility and acceptance criteria as per provisions of the RFP Document.
4. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
5. A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
6. The Bidder should note that, Pre-Proposal meeting will be held as per Bidding Schedule physically in the Authority office.
7. The Proposal shall be submitted strictly in accordance with the instructions as well as terms and conditions given in this RFP Document.

Director (Administration)

1 Introduction

1.1 Background

Infrastructure Development Authority (hereinafter referred to as "Authority" or "IDA") has been constituted under the chairmanship of the Chief Secretary, Government of Bihar under the Bihar State Infrastructure Development Enabling Act 2006 to provide for the rapid development of physical and social Infrastructure in the State and to attract private sector participation in designing, financing and construction of Infrastructure Projects. It is the nodal agency for PPP initiatives 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 intends to set up Project Management unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority for undertaking PPP projects under various infrastructure sectors through open competitive bidding process.

1.2 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

#	Key Procurement Activities	Timelines
1	Date of Invitation of RFP	28.07.2025
2	Last date for receiving pre-bid queries	07.08.2025
3	Pre-bid Meeting	Pre-Bid meeting to be held on 07.08.2025 at 12.00 PM , IDA office at Udyog Bhawan, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004
4	Proposal Due Date	27.08.2025 upto 04.00 PM
5	Technical Proposal Opening	Date & time of the opening for the opening of the Technical Proposals on 28.08.2025, at 12.00 PM at Udyog Bhawan, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004
6	Technical Presentation	To be intimated later
7	Financial Proposal Opening	To be intimated later
8	Announcing the selected Bidder	To be intimated later
9	Issue of the Letter of Award	To be intimated later
10	Signing of Agreement	Within 30 days of issuance of LOA
11	Validity of bids	120 days from the Proposal Due Date

1.3 The proposals must be properly signed as detailed below:

- i By the proprietor in case of proprietary firm
- ii By the partner holding the power of attorney in case of a firm in partnership (a certified copy of the power attorney shall accompany the proposal).
- iii By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power attorney shall accompany the proposal).

1.4 Pre-Proposal Meeting and Amendment to Proposal Document

- 1.4.1 The Consultants or his official representative is advised to attend a Pre-Proposal meeting as per Bidding Schedule. The Pre-Bid Meeting will be conducted physical in office of the Authority.
- 1.4.2 The purpose of the meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- 1.4.3 Consultant requiring a clarification of the proposal document must notify the Authority through e mail or through writing, not later than date and time as specified under Clause 1.2. Any request for clarification in writing must be sent to the Authority's address indicated above by email. The Authority will respond to all clarifications requested by Bidders.
- 1.4.4 The compilation of questions raised, and answers given shall be furnished expeditiously to all Bidders Any modification of the RFP Documents which may become necessary as a result of the pre-tender meeting shall be made by the Authority exclusively through the issuance of an addendum.
- 1.4.5 At any time before the submission of proposals, the Authority may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the documents by amendment. The amendment will be notified in writing in the form of corrigendum/s and will be binding. The Authority may at its discretion extend the deadlines for the submission of proposals.

1.5 Scope of the Proposal

For detailed scope, refer Terms of Reference as Annexure I hereinafter referred to as the "Services".

1.6 Brief Description of Bidding Process

- 1.6.1 The Authority intends to follow single stage two cover bidding process for selection of the successful Bidders for providing the services:

Step 1: Technical Proposal Evaluation

Step 2: Financial Proposal Evaluation

- 1.6.2 For the purpose of the Technical Proposal Stage, the Bidders are required to submit documents listed in Clauses 2.5.21 & 2.5.2 as Technical Proposal. The Technical Proposal of the Bidders will be evaluated to compute the Total Technical Score. The Bidders are required to submit their Technical Proposals as specified in Clause 2.5

online. The submissions containing the Financial Proposal of the Bidders who do not meet the criteria stipulated in Clauses 2.5.1 and 2.5.2, will not be opened.

- 1.6.3 During the Financial Proposal Stage, the Financial Proposal of Bidders qualifying in Technical Stage will be opened and evaluated to establish the financial status of the bids. The Financial Proposal shall be submitted as per the format given in FIN Form - I.
- 1.6.4 The Proposal shall be ranked as first lowest, second lowest and so on, based on the total amount quoted in Financial Proposal.
- 1.6.5 Method of Selection: Combined Quality cum Cost Based Selection (QCBS)

Weights for Technical and Financial Proposals:

Technical score = 0.8,

Financial score = 0.2

2 Other Terms and Conditions

2.1 Authority's Right to Accept or Reject Proposal

- 2.1.1 Notwithstanding anything contained in this Proposal Document, the Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2.1.2 The Authority reserves the right to invite revised Technical Proposals and/ or revised Financial Proposals from Bidders with or without amendment of the Proposal document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 2.1.3 The Authority reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

2.2 Contents of Proposal Document

The Proposal Document comprises the contents as mentioned in this RFP Document and would additionally include Addenda if any, issued in accordance with Clause 2.5.1.

2.3 Currency

All payments by the Authority under this contract will be made only in Indian Rupees (INR). In case of the Technical Proposal submitted by the Bidders, the conversion to Rupees shall be based on the closing exchange rate published by the Reserve Bank of India (RBI) as on 60 days prior to the Due Date. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. The Authority reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating the Proposals received.

2.4 Format of Proposal

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects online.

The RFP document shall be submitted online strictly in accordance with the instructions to Bidders, terms and conditions given in the RFP Document. The Bidder should submit online the copy of all the documents including RFP Document uploaded in e-tender duly signed and affixing the company's seal on each page in a single cover, before the PDD.

2.5 Preparation and Submission of Proposal

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.5.1 Technical Proposal

Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at Consultant's own risk and may result in rejection of proposal. The technical proposal shall contain the following documents to be submitted online:

- a) Application letter as per **Annexure II**.
- b) A forwarding letter confirming validity of the proposal for 120 days from the Proposal Due Date and detailing contents of the proposal including list of enclosed documents.
- c) An undertaking that qualification, experience and minimum number of manpower proposed to be deployed shall be as stipulated in the proposal document.
- d) Power of Attorney in the name of persons/s signatories of the proposal.
- e) A statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the Bidder/s.
- f) Details in respect of background of the Party's past experience, organizational structure, key personnel, certificates from clients in respect of assignments executed in past, current assignments, CVs of key personnel and details of associate/s likely to be involved in executing this assignment in the formats provided in the RFP Document.
- g) Details in respect of proposed approach and methodology, team composition and experience for execution of the "**Services**" covering broadly all aspects of "**Terms of Reference**" enclosed at **Annexure I** in the RFP Document.
- h) The Proposal Document and compilation of queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the part/ies.
- i) Proposed work program for the execution of the services, the composition of the team, the assigned tasks and their timing should be brought out clearly using bar charts and flow diagrams.
- j) Declaration as per Annexure XII and Annexure XIII.
- k) PAN Card and GST Certificate.
- l) Statutory Auditor Certificate certifying the annual turnover of the firm for last three financial years i.e., 2021-22, 2022-23 and 2023-24.

NOTE: Party(s) must not indicate directly or indirectly their Financial Offer anywhere in Technical Proposal. Any such disclosure shall result in summarily rejection of whole of the Proposal of the concerned Party(s).

2.5.2 Bid Submission

(A). Submission for Technical Proposal

Sr. No.	Documents to be submitted online
1	RFP document Fee and EMD
2	Letter of Proposal Submission (on the Letterhead of the Bidder, along with duly filled Annexure
3	Duly filled and signed scanned copy of Supporting Documents for Eligibility criteria

4	Envelope 1 Technical Proposal in full duly filled in and signed at required places including Terms of Reference (TOR) Power of Attorney for Authorised Signatory as per Annexure XI
5	Envelope 2 Price Bid/ Financial Proposal duly filled in and signed at required places

Note:

- The Technical and Financial Proposals shall be placed in separate Sealed Envelopes and must be clearly marked as "Technical Proposal" and "Financial Proposal". The two envelopes then must be placed in a 3rd Outer Envelope clearly marking the name of the bidder.
- Financial Proposal should not be submitted elsewhere other than as Financial Envelope in accordance with the instructions as provided in this RFP Document.
- It may be noted that Proposals of Bidders, which do not contain the Financial Proposal as specified in the RFP, would be considered as invalid and liable for rejection.
- **Bids will not be considered in case the RFP Document Fee and EMD duly signed by the Bidder is not submitted in the form and manner described above.**
- **Financial Proposal** - The Bidder shall be required to quote only in Indian Rupees Man-Month rate for the personnel forming part of the PMU team, to be paid by the Authority for this service/ assignment. The Bidder/s shall indicate offer amount, which should be exclusive of GST for execution of this services as per "**Terms of Reference**", enclosed at Annexure I. The Authority will pay prevalent GST as per applicable rate prevailing at time of consultant submitting Invoices for payment.

2.6 Proposal Due Date (PDD)

Proposal should be submitted as per Bidding Schedule within time and before the due date. The Authority at its sole discretion, may extend the PDD by issuing an Addendum if any.

2.7 Payment for Consultancy Services Fee

The Consultancy Services Fee for the services provided by the selected bidder shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Authority.

2.8 Validity of Proposal

The proposal shall be valid for a period of 120 days from the PDD of submission of the RFP Document.

2.9 Assignment Duration

- (a) The time period for the assignment proposed is **24 months**, and the start date of the assignment will be considered as the date of execution of the Contract Agreement. In case of delay in delivery of the assignment, for reasons not attributable to the selected bidder, the Contract Agreement may be extended suitably.
- (b) At the discretion of Authority without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal. In case assignment foreclose in the middle of any indicated stage in financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

- (c) At the discretion of Authority without assigning any reasons whatsoever, the assignment may foreclose at any stage by giving one month's notice. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Authority.
- (d) The Authority may, at their discretion extend the assignment by another term (of 24 months) or for a shorter period of 12 months, basis the performance of the selected bidder as well as upon review of the progress of the scope of services. The Authority shall notify the Consultant of such an extension in writing.
- (e) In case of time extension granted, the Consultancy Fee will be increased by 10% over the fee quoted by the selected agency in their financial proposals.

2.10 Change to Proposal

Any alterations, modifications or change in the Proposal shall be allowed at any time before the PDD. No change, alterations or modifications to the Proposal shall be allowed post PDD. Any request for alteration or modification post PDD, will be treated as request for withdrawal and will not be considered for evaluation and qualification purposes.

2.11 Scrutiny and Evaluation of Proposals

2.11.1 Preliminary Scrutiny

In the first instance the concerned officials of the Authority appointed for opening of proposals shall ascertain the availability of RFP Document Fee and EMD. In case any Proposal(s) is received without the requisite RFP Document Fee and EMD, such Proposal(s) shall be summarily rejected.

2.11.2 Responsiveness of the Proposals

The proposals received on time, accompanied by the requisite documents shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons: -

- a) The Bidder(s) not meeting all of the "**Minimum Eligibility Criteria**" as stipulated in this RFP document; or
- b) All the information as indicated in the RFP Document is not furnished; or
- c) Validity of Proposal not confirmed; or
- d) RFP Document Fee and EMD not provided; or
- e) Proposal not duly signed and uploaded in the manner prescribed in the RFP Document; or
- f) Proposal comprising of data and information with significant variations and/or inconsistencies; or
- g) A non-responsive Proposal(s) shall be rejected at this stage and the Financial Envelope of concerned Bidder(s) will not be considered for opening and further evaluation.

2.12 Scrutiny of Technical Proposals

Responsive Proposals shall be examined in detail for their technical contents. Compliance to detailed Terms of Reference (ToR) considering Experience of Bidder, team composition, Power of Attorney for Authorized Signatory and the Technical Presentation comprising proposed Approach and Methodology, proposed work plan for implementation etc. with reference to adequacy, acceptability and understanding of the Bidders shall be checked. It is

clarified that Technical Presentation shall not be submitted as a part of the Technical Proposal and shall be presented on date, time, and venue to be communicated to the pre-qualified bidders.

In the process of the examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered to fulfil Minimum Eligibility criteria or to make a non-responsive proposal responsive. The Proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

2.13 Opening and evaluation of financial Proposal

2.13.1 Financial Proposal of technically qualified Bidders, whose technical Proposal is found acceptable based on the technical evaluation carried out and have been able to meet the eligibility and technical qualification criteria as specified in the RFP Document will be considered for opening. The date, time, and venue for opening of Financial Proposal will be conveyed to technically qualified Bidders only.

2.13.2 Financial Proposal with any counter conditions or ambiguous remarks shall be rejected.

2.14 Award of Assignment /Services

Prior to the expiration of Proposal Validity, the Authority will notify the successful Bidder (hereinafter referred to as “**Selected Bidder**”) who scored the highest combined score amongst the qualified Bidders in technical evaluation and financial evaluation, in writing by registered letter or e-mail or courier. The successful Bidder will be issued shall be issued a Letter of Award (LoA) by Authority, as intimation of award of proposed assignment. The written acknowledgement of the issued LoA provided by the successful Bidder shall constitute as Contract, until signing of the Contract Agreement.

2.15 Confirmation of Receipt

Selected Bidder shall provide prompt and timely acknowledgement of the LoA issued by the Authority, either by post/ courier/ email, the receipt and acceptance of the LoA and confirm to execute Contract Agreement for the proposed assignment.

2.16 Performance Security

Within, 21 days of issue of LoA by the Authority, the selected bidder shall furnish to the Authority a Performance Security in the form of a Bank Guarantee (BG) from a Scheduled / Nationalized Bank having branch at Patna for an amount equivalent to 05% (five per cent) of the awarded cost of assignment in the format prescribed in this RFP Document (Annexure IV). Failure of the selected bidder to furnish the BG shall constitute sufficient grounds for the cancelling the LoA and forfeiture of the EMD to recover the Authority's loss and to carry out fresh procurement process. The Authority will release the Performance Security furnished after completion of one month of the last date of the assignment.

2.17 Signing of Contract Agreement

Within one month of date of issue of Letter of Award and after submission of Bank Guarantee towards Performance Security, the Consultant shall make best possible efforts execute the Contract agreement as prescribed.

2.18 Refund of EMD

EMD of all the Bidders, except first three Bidders having highest combined score will be refunded to them within 30 working days from the date of issuance of the LOA to the successful Consultant. EMD of other Bidders, i.e., 2nd and 3rd highest Bidders will be refunded to them only after acceptance of Work Order by successful Consultant. EMD of successful Consultant will be refunded after lodging of performance Security amount as per clause no. 2.16 and 2.17 hereinabove.

2.19 Extension of validity of proposal

If it becomes necessary, the Authority may request the parties, in writing, to extend validity of proposals.

3 Criteria for Evaluation

3.1 Proposal Evaluation

For the purpose of Qualification, the Bidders should satisfy the Minimum Qualifying criteria as prescribed in RFP. In addition, the Bidder may note the following:

3.1.1 The Authority would evaluate the Technical Proposal in order to qualify Bidders for Technical Stage. Bidders who qualify the Minimum Qualifying Criteria only will be considered for Price Bid stage evaluation namely, Financial Proposal evaluation.

3.1.2 A two-stage procedure will be adopted in evaluating the proposals:

- i. A Technical Evaluation of the Technical Proposal and Technical Presentation, which will be carried out prior to opening any financial proposal and
- ii. A Financial Evaluation for the Financial Proposal

On each of the parameters, the Bidder would be required to achieve a minimum of 70% of the Technical Score assigned to that parameter so as to get included in the computation of the Total Technical Score for the Bidder and to be qualified. The maximum achievable Total Technical Score for every Bidder would be 100. The Bidders who have secured minimum Total Technical score of 70 points will be declared as qualified for opening of Financial Proposal.

3.1.3 The Evaluation Committee appointed by the Authority will carry out its evaluation applying the evaluation criteria and point system specified below:

3.1.4 Technical Evaluation and Scoring Criteria

The selection of the Consultant to set-up the PMU will be based on Quality-Cum-Cost Based Selection (QCBS).

The Proposals will be evaluated based on the following scoring criteria:

Sl. No.	Parameters	Maximum Technical Score
1	Relevant Experience of the Firm	30
2	Relevant Experience of the Key Personnel	40
3	Technical Approach and Methodology (Technical Presentation)	30
	Total Technical Score	100

3.1.5 Detailed Scoring Criteria for Technical Evaluation

#	Criteria	Score	Evaluation/ Scoring Parameters
1.	Relevant Experience of the Firm	30	<p>Experience in the last 07 years:</p> <p>(a) having carried out at least one similar PMU engagement with minimum one year of duration successfully completed to support Central/ State government¹ in India, strengthen PPP ecosystem, including project formulation and development, with minimum professional fee of not less than INR 01 Crore – 10 marks;</p> <p>AND</p> <p>(b) having provided transaction advisory/ bid advisory support to Central/ State government, which includes support provided for more than one PPP project/ monetization of more than one asset across sectors such as urban infrastructure, tourism, real estate, urban transportation – 02 marks for each such engagement, subject to maximum of 10 marks;</p> <p>AND</p> <p>(c) having carried out at least one engagement involving preparation or appraisal of at least two PPP infrastructure project under PPPAC/ VGF² of any Central/ State level sponsoring authority in India – 05 marks;</p> <p>AND</p> <p>(d) having carried out Project Management Unit (PMU) engagement with minimum one year of duration successfully completed to State government of Bihar's line department with minimum professional fee of not less than INR 02 Crore – 03 marks for 05 PMU engagement, and 05 marks for more than 05 PMU engagement, subject to maximum of 05 marks;</p>
2.	Relevant Experience of the Key Personnel	40	
(a)	Team Leader-cum-PPP Expert	12	<ul style="list-style-type: none"> Meeting required Education qualification – 4 marks Years of Experience – 5 marks <ul style="list-style-type: none"> 10 to 12 years of experience – 03 marks More than 12 years of experience – 05 marks No. of PPP projects worked on – 03 marks

¹ For the purpose of evaluation and selection, the Central/ State government shall also include line departments, respective government owned public limited entities, PSUs, etc.

² The present status of such PPP projects showcase should have the respective PPPAC/ VGF approval accorded.

#	Criteria	Score	Evaluation/ Scoring Parameters
			<ul style="list-style-type: none"> - Min. 4 PPP projects – 03 marks - More than 5 PPP projects – 05 marks
(b)	Infrastructure-cum-PPP Expert	10	<ul style="list-style-type: none"> • Meeting required Education qualification – 4 marks • Years of Experience – 6 marks <ul style="list-style-type: none"> - 8 to 10 years of experience – 3 marks - More than 10 years of experience – 6 marks
(c)	Finance-cum-PPP Expert	10	<ul style="list-style-type: none"> • Meeting required Education qualification – 4 marks • Years of Experience – 6 marks <ul style="list-style-type: none"> - Min. 5 to 7 years of experience – 3 marks - More than 7 years of experience – 6 marks
(d)	Procurement-cum-PPP Expert	08	<ul style="list-style-type: none"> • Meeting required Education qualification – 3 marks • Years of Experience – 5 marks <ul style="list-style-type: none"> - Min. 04 to 06 years of experience – 3 marks - More than 06 years of experience – 5 marks
3.	Technical Presentation Approach and Methodology	30	(a) Proposed Approach and Methodology – 20 marks <ul style="list-style-type: none"> • Clarity in the understanding of the scope of services, same getting reflected through the proposed work plan and delivery approach designed to meet the engagement objectives – 10 marks
Grand Total		100	

Notes:

- i. Assignments pertaining to IT implementation, Audit & Assurance services, Tax and Legal Advisory services, Architecture and Engineering Design based projects and skill development shall not be considered.
- ii. Eligible Assignments shall be considered for evaluation only if substantiated with Letter of Award (LOA) or Work Order Copy or Service Contract Agreement AND Completion Certificate or Client Confirmation Letter or Auditor/CA Certificate. The experience claimed by the Bidder is liable to be rejected in absence of satisfactory documentary proofs.
- iii. LOA/ Work Order copy or Service Contract Agreement AND Completion Certificate or Client Confirmation Letter or Auditor/CA Certificate shall specifically mention Client Name, type of work as per above experience requirement category in the Scope of Work/ Terms of Reference, duration of Consultancy along with Total Project Cost and clearly highlight the relevant scope/ terms for evaluating the experience.
- iv. Assignments with same agreement including extensions will be considered and counted as a single assignment or project for the purpose of evaluation under The weightage points given for evaluation of sub-criteria of above table are as under.
- v. For the purpose of this procurement, consulting work undertaken for Central/ State Government, Regulatory Commission, Statutory Authority or Public Sector Entity or

Multilateral Funding Institutions in India shall only be considered for evaluation. Projects undertaken for private sector entity or Industry Associations shall not be considered eligible. Further, eligible infrastructure projects shall mean type of projects as listed in the latest Harmonized Master List of Infrastructure Sub sectors notified by Department of Economic Affairs, Ministry of Finance, Government of India.

- vi. For the purpose of Technical Evaluation and Scoring purposes, the projects/ assignments showcased for meeting the Minimum Eligibility Criteria will not be considered. Repetition of the projects/ assignments will not be allowed.
- vii. The authority may require additional resources for the above positions. These resources shall be deployed by the selected bidder at rates finalized for the respective positions in this RFP.

3.2 Evaluation of Financial Proposal

The Financial Proposal shall be opened on a date to be declared later and intimated to all the Technically responsive and eligible bidder

The Financial Proposal shall be opened if bids submission in Technical Proposal satisfies/includes all the requirements and same are found acceptable to the Authority.

After opening of financial proposals, the lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F, \text{ (F = Amount of financial proposal)}$$

Proposals will finally be ranked according to their combined Technical (S_T) and Financial Scores (S_F)

3.3 Evaluation of Combined Proposal

Evaluation of Combined Proposal:

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

Where S is the combined score, and T_w and F_w are weight assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20, respectively. The qualified Bidder who secures highest combined score would be declared as the successful Bidder. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

The consulting firm whose technical score is the highest as per the Evaluation Criteria as specified herein above shall get selected, and Letter of Award (LOA) will be issued by the IDA.

4 Fraud And Corrupt Practices

- 4.1 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 Performance Security, if available, 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, 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 or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder 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.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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 therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the 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;
 - b. **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the 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
- e. “**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.

5 Pre-Proposal Conference

- 5.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 Miscellaneous

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/ or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Annexure I - Terms of Reference (TOR)

A.1 Introduction

Infrastructure Development Authority, Government of Bihar intends to select an agency for setting up Project Management Unit (PMU) to provide Technical and Advisory Support to Infrastructure Development Authority for undertaking PPP projects under various infrastructure sectors through open competitive bidding process. The State feels that to realize the full potential of State's Assets and achieve accelerated socio-economic growth, it is imperative to nurture and create an enabling PPP ecosystem at the state level, The primary objectives should include:

- Strengthen private sector participation for infrastructure development and management,
- Promoting the identification, prioritization and monetization of State assets and generation of revenues, and
- Developing institutional capacity within the state to design, structure, implement, and monitor the PPP transactions.

A.2 Objective and Description of Assignment

Engage a consultant to act as a Project Management Unit (PMU) for providing technical and advisory support to IDA for effective development, management, monitoring, and reporting of PPP projects in Bihar. The PMU will monitor overall project execution, ensure alignment and coordination among stakeholders, and support the execution of infrastructure projects as per the Terms of Reference

A.3 Need for Setting up of State level Project Management Unit (PMU)

Establishing a centralized Project Management Unit (PMU), which will be acting as a PPP Cell at the State level under the aegis of Infrastructure Development Authority (IDA), Government of Bihar, is imperative for accelerating Projects on PPP mode

The PMU is expected to support streamlining project identification, preparation, and implementation processes, and ensuring efficiency. By providing specialised expertise in financial structuring, project frameworks, and risk management, this PMU will support the Nodal Agency to help State Departments/ Bodies create a pipeline of bankable infrastructure projects as well as monetisable assets that attract private sector investment. The PPP Cell is expected to undertake a structured approach to not only enhance the quality and feasibility of projects but also ensures that they align with the state's strategic development goals. Moreover, a dedicated PPP Cell fosters a conducive environment for private investment through transparent and predictable processes, increasing investor confidence and participation in public infrastructure projects.

The infrastructure development facilitated by PPPs leads to improved public services, such as transportation, healthcare, and education, directly enhancing the quality of life for residents. The efficient execution of infrastructure projects also stimulates economic activity, creating jobs and promoting local businesses. Additionally, by leveraging private sector efficiencies and innovations, the state can achieve greater value for money in public spending, optimizing resource utilization. The resultant improved infrastructure and services contribute to a more dynamic and competitive economy, laying the foundation for sustained socio-economic growth and development.

A.4 Rationale for Setting Up of a State level PPP Cell

Public-Private Partnerships (PPPs) are crucial for infrastructure development, service delivery, and economic growth. Establishing a dedicated PPP Cell at the state level is essential for several reasons:

- **Coordination:** Centralized oversight ensures effective coordination among IDA and various government departments, private sector entities, and other stakeholders involved in PPP projects.
- **Expertise:** It can provide specialized expertise in structuring, implementing, and managing PPP projects, enhancing the capacity of the state government in managing partnerships. Further, the benefit is to set-up operational framework and streamline the appraisal and approval of PPP projects proposed by the state level departments and other State bodies.
- **Promotion and Facilitation:** The cell can actively promote PPPs, identify potential projects, and facilitate private sector participation, attracting investments for public infrastructure and services.
- **Transparency and Accountability:** Having a dedicated cell enhances transparency, streamlines processes, and ensures accountability in PPP projects.
- **Support:** Support IDA in evaluating the proposals received from different line departments and coordinating with the departments/ State bodies in the approval process from IDA.

A.5 Scope of Work:

Below is a detailed scope of services for the PMU engagement:

A.5.1 Project Identification and Development

- Assist the Nodal Agency to carry out regular virtual meetings with Line Departments/ Other State Bodies for ensuring timely collection of data related to potential infrastructure projects proposed for implementation on PPP basis and monetizable assets.
- Ensure data compilation and database creation of data received from the State bodies.

A.5.2 Infrastructure Pipeline Development

- Establish a robust pipeline of potential PPP projects across various sectors.
- Create and maintain a comprehensive database of ongoing and upcoming PPP projects.
- Periodically update the project pipeline based on new opportunities, emerging needs, and stakeholder feedback.
- Develop criteria for prioritizing projects, considering factors such as economic impact, stakeholder interest, and alignment with strategic goals.
- Create a prioritized list of PPP projects to focus on and based on discussion with the Nodal Agency identify 08-10 projects, considering them as pilot projects to provide support to the project sponsoring authority (PSA) transaction advisory support.

A.5.3 Policy, Regulatory and Institutional Framework

- Undertake review of existing policy and regulatory frameworks related to PPP that prevails in the State.
- Identify the potential areas of interventions to strengthen and improve the regulatory framework for promoting uptake of PPP based infrastructure development within urban sector.
- Identify list of PPP related documents such as EOI, RFQ, RFP and MCAs, which can be considered for developing standardised templates of these documents.

- Assist and support the Authority or government entity as identified by the Authority for carrying out institutional assessment as well as providing strategic interventions for strengthening the institutional capacity including potential for business process re-engineering.

A.5.4 Appraisal and Approval Framework

- Review the current framework for compliances requirements for PPP projects with all relevant laws, regulations, and standards.
- Implement a rigorous project appraisal process to evaluate project feasibility, risks, and alignment with state objectives.
- Establish a clear approval mechanism involving relevant authorities to ensure timely decision-making.
- Conduct thorough due diligence to assess the financial, technical, and environmental aspects of projects before approval.
- Assistance to PSA to seek Viability Gap Funding (VGF) under Central/ State government's VGF Scheme.

A.5.5 Provide Transaction Advisory support for Pilot/ Marquee PPP Projects³

1. Market Demand Assessment

- Conduct market research to assess demand, supply, competition, and regulatory environment.
- Identify potential investors and private sector partners with interest and capacity to participate in the PPP projects.
- Analyze market trends and economic factors that could impact project viability.
- Prepare a comprehensive market assessment report.

2. Financial Modelling and Analysis

- Develop detailed financial models for each prioritized PPP project, including revenue, cost, and cash flow projections.
- Conduct sensitivity analysis to evaluate the impact of key variables on project outcomes.
- Perform financial feasibility studies and prepare financial analysis reports.
- Provide recommendations on financial structuring and funding options.

3. Risk Analysis

- Conduct a comprehensive risk assessment for each project, identifying key risks and their potential impact.
- Develop risk mitigation strategies and allocate risks appropriately between public and private partners.
- Prepare a detailed risk analysis report, including risk matrices and mitigation plans.

4. Transaction Structuring

- Develop optimal transaction structures, considering financial, and technical aspects.

³ The Pilot/ Marquee PPP Projects for which the Consultant shall be providing transaction advisory shall not include core infrastructure projects such as Water supply, Sewerage, Solid waste management, etc.

- Define roles and responsibilities of public and private partners.
- Prepare transaction structuring documents, including term sheets and agreements.
- Ensure compliance with relevant laws and regulations.

5. Assist in Market outreach

- Prepare Project Information Memorandum (PIM) detailing project scope, financials, and investment opportunities.
- Develop marketing materials and presentations for investor outreach.
- Organize investor roadshows, webinars, and one-on-one meetings.
- Facilitate discussions between potential investors and project stakeholders.

6. Preparation of Bidding Document

- Drafting of Bidding Documents - Expression of Interest (EoI)/ Request for Qualification (RFQ), Request for Proposal (RFP), and Draft Concession Agreement (DCA).
- Ensure documents clearly outline project requirements, evaluation criteria, and bid submission guidelines.
- Review and revise documents based on stakeholder feedback and legal review by IDA.

7. Bid process management

- Provide support during the pre-bid and bid submission stages, including responding to bidder queries and organizing pre-bid meetings.
- Manage the bid receipt, opening, and evaluation process.
- Ensure compliance with bid evaluation criteria and procedures.
- Facilitate the selection of the preferred bidder and prepare bid evaluation reports.

8. Assistance in Onboarding the Concessionaire

- Assist in finalizing and signing the concession agreement.
- Coordinate with legal, financial, and technical advisors to ensure all conditions precedent are met.
- Support the concessionaire in mobilization and initial project setup.
- Facilitate initial project meetings and handover processes.

A.5.6 Stakeholder Engagement and Communication

- Identify and engage key stakeholders, including government agencies, private sector partners, and the community.
- Conduct public awareness campaigns to highlight the benefits of PPP projects.
- Establish mechanisms to gather and address stakeholder feedback and concerns.

A.5.7 Capacity Development

- Develop and deliver training programs for government officials and private sector partners on PPP frameworks and best practices.
- Facilitate knowledge sharing and exchange of experiences through workshops, seminars, and conferences.

A.5.8 Knowledge Management

- Create a centralized repository for storing and managing all documentation, research, case studies, and best practices related to PPPs.
- Regularly disseminate relevant information, updates, and insights to stakeholders through newsletters, reports, and online platforms.
- Develop e-learning modules and online platforms to facilitate continuous learning and development in PPP management.

A.5.9 Monitoring and Evaluation

- Define key performance indicators (KPIs) for project monitoring.
- Provide regular progress reports to relevant authorities and stakeholders.
- Conduct impact assessments to evaluate the socio-economic benefits of PPP projects.

A.5.10 Continuous Improvement and Innovation

- Identify and adopt best practices from successful PPP projects globally.
- Encourage the adoption of innovative technologies and solutions in PPP projects.
- Establish a feedback loop to continuously improve PPP processes based on lessons learned.

A.5.11 Vetting of Contractual Documents

- Support in drafting Concession Agreements based on Model documents published by Government of India.
- Undertaken review during the bid evaluation stage for the PPP projects for which the Consultant will be providing transaction advisory support.

The scope of services as mentioned above is as exhaustive as possible, but not limited. The Authority may request the PMU team to extend necessary support towards tasks and activities related to the objectives as defined related to strengthening the PPP landscape in the State.

A.6 Duration of the Engagement

The duration of the engagement shall be two years from the date of execution of the contract agreement. This can be further extended further for a period of one plus one year at the discretion of the Nodal Agency, and performance evaluation of the delivery of the Consultant during the original contract period of the engagement.

A.7 Deliverable Milestones

As the engagement will be PMU based consultancy work, the contractual deliverable for the Consultant will be Monthly Progress Report (MPR) submission. Further, in respect of the scope of services and technical support desired from the Consultant, the reports/ documents/ notes to be prepared and submitted by the Consultant for each of such tasks shall be treated as deliverable too. However, the timeline for such deliverable will be mutually decided by the Nodal Agency and the Consultant taking into consideration the effort estimation, etc.

Sr. No.	Deliverable	Type of Deliverable	Timeline	Coverage of the Deliverable
1.	Monthly Progress Report	Contractual	Monthly, on or before 10th Day of subsequent Month	<ul style="list-style-type: none"> Details of monthly tasks carried out List of deliverables submitted List of action items for the Nodal Agency Potential concern areas, if any with respect to scope of services/ implementation of initiatives identified Minutes of meetings carried out by the PMU team
2.	Assessment Report (on topic/ aspect/ subject requested by the Nodal Agency)	Technical	To be decided mutually at time of such task is undertaken	The coverage of such deliverables to be drafted two days before start of actual work and to be discussed with the Nodal Agency.
3.	Reports/ Document related to Transaction Advisory Support to be provided for Pilot Projects	Technical	To be decided mutually at time of such task is undertaken	<p>The coverage of such deliverables to be drafted two days before start of actual work and to be discussed with the Nodal Agency.</p> <p>The indicative list of deliverables will:</p> <ul style="list-style-type: none"> Financial Feasibility Report Draft Bidding Documents PIM, if required Bid evaluation report (Technical and Commercial) Finalised copy of concession agreement for execution purpose
4.	Standard Bidding Documents	Technical	To be decided mutually at time of such task is undertaken	<p>The coverage of such deliverables to be drafted two days before start of actual work and to be discussed with the Nodal Agency.</p> <p>The indicative list of deliverables will:</p> <ul style="list-style-type: none"> Expression of Interest (EOI)/ Request for Qualification (RFQ) Request for Proposal (RFP) Model Concession Agreement (MCA) – selected PPP models

A.8 Payment Milestones

As the engagement will be PMU in nature, for the purpose of payment to the Consultant, monthly retainerhip model will be followed. The Consultant shall be paid on monthly basis.

SI No.	Deliverable	Professional Remuneration
1	Upon submission of Invoices (post submission of the Monthly Progress Reports)	Monthly Remuneration computed as per Man-month rates submitted in the Financial Offer submitted by the Selected Consultant.

Note: The reimbursement of out-of-pocket expenses incurred by the PMU team towards official work and related travel will be in accordance with the policy adopted by the Authority.

A.9 The Proposed Team for PMU

The consultant will provide technical support to the Nodal Agency through Project Management Unit (PMU) to set-up an PPP Cell and assist in operationalizing it. The consultant will deploy a 6 (six) member team of technically qualified and experienced professional, who will be primarily responsible to collectively provide day-to-day support to the team of the officials appointed by the Nodal Agency for administrative and governance of the PPP Cell. 30 days will be provided post formal intimation of engagement initiation to put together the rightful resources. The details of the PMU engagement team along with Key personnel for on-site deployment is as mentioned below:

Sr. No.	Proposed Position	Minimum no. of years of experience required	Minimum Education Qualification required	Minimum work experience required
1.	Team Leader-cum-PPP Expert (1 position)	10 years of professional government consulting experience	MBA master's planning or in	<ul style="list-style-type: none"> Must have experience of having worked in PMU to provided support related to PPP ecosystem enhancement Experience of providing transaction advisory services for at least 4 infrastructure projects to be implemented on PPP basis Must have supported central/state government for undertaking PPP related workshop and Investor Conference.
2.	Infrastructure - cum-PPP Expert (1 position)	08 years of professional government consulting experience	Master's Degree in Planning or M.Tech	<ul style="list-style-type: none"> Experience of having worked on at least 03 strategic assessment assignments/ detailed project report/ feasibility report/ master plan for infrastructure projects
3.	Finance -cum-PPP Expert (1 position)	05 years of professional government consulting experience	MBA-Finance or Chartered Accountancy	<ul style="list-style-type: none"> Experience of providing transaction advisory, wherein the resource was responsible for undertaking the financial feasibility analysis for at least 03 infrastructure projects to be implemented on PPP basis
4.	Procurement - cum-PPP Expert (1 position)	05 years of professional government consulting experience	MBA master's degree in finance or in	<ul style="list-style-type: none"> Experience of providing transaction advisory, wherein the resource was responsible for preparation of draft bidding documents, including assistance for bid process management for at least 03 infrastructure projects to be implemented on PPP basis

Sr. No.	Proposed Position	Minimum no. of years of experience required	Minimum Education Qualification required	Minimum work experience required
5.	Project Consultant-cum-PPP Expert (2 positions)	03 years of professional government consulting experience	MBA/ Postgraduate	<ul style="list-style-type: none"> Experience of working for preparation of financial model and/ or bid documents for at least two PPP projects

Note:

1. For the purpose of evaluating relevant work experience of the proposed resources, the support provided/ engagements by Central/ State government shall mean – central line ministries, central PSUs, public entity under the aegis of the central government/ ministry, state line department, State PSUs, public entity under the aegis of the state government.
2. Over and above, subject matter specialists on need basis can be invited for providing technical inputs on man-day or man-month basis, depending upon the requirement.
3. The **PMU** will work **from** the **office** premises provided by the Authority. The **PMU team** will function during all the working days and, if required, on holidays also during exigencies.
4. The PMU resources would be eligible to avail leaves as per their respective organization's leave policy, subject to prior approval by the purchaser (which will not be unreasonably withheld). In case, of leave of more than 10 continuous working days, the bidders shall provide **suitable replacement for this duration**.
5. The authority may require additional resources for the above positions. These resources shall be deployed by the selected bidder at rates finalized for the respective positions in this RFP.

Annexure II - Letter of Proposal

(On the Letter head of the Bidder)

Date:

To,

Managing Director,

Infrastructure Development Authority, Government of Bihar

1ST Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4

Patna - 800004, Bihar, India

Sir,

Subject: Submission of Technical Proposal

Ref: Request for Proposal (RFP) for **"Setting up of Project Management unit (PMU) to provide to provide Technical and Advisory Support to IDA, Bihar"**

I / We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ----- We are hereby submitting our Proposal as per the prescribed formats sealed under separate envelopes. The proposal is unconditional and unqualified.

Being duly authorized to represent and act on behalf of (hereinafter referred to as the **"Bidder"**) and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the tender referred above.

We are enclosing our Proposal including Technical Proposal in original and Financial Proposal with the details as per the requirements of the Proposal Documents, for your evaluation.

Details regarding the Terms of Reference (ToR) and instructions to submit Proposal is provided in the Appendices (Annexures and Schedules) provided with this letter.

I/ We declare that:

1. I/ We have examined and have no reservations to the RFP document, including any Addendum and Corrigendum issued by the Authority.
2. I/ We do not have any conflict of interest in accordance with Clause 4.3 of the RFP document; and
3. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
4. I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

5. If negotiations are held during the period of validity of the Proposal, i.e., before <date>, we undertake to negotiate on the basis of the proposed staff.
6. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
7. I/We acknowledge that the Tender Inviting Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
8. This statement is made for the express purpose of appointment as the Consultant for the aforesaid engagement.
9. I/We shall make available to the Tender Inviting Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
10. I/We acknowledge the right of the Tender Inviting Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
11. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
12. I/We declare that:
13. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Tender Inviting Authority;
14. I/We do not have any conflict of interest with respect to the proposed engagement;
15. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Tender Inviting Authority or any other public sector enterprise or any government, Central or State; and
16. I/We hereby certify that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
17. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Empaneled consulting firms.
18. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy work or which relates to a grave offence that outrages the moral sense of the community.
19. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
20. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
21. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Tender Inviting Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

22. I/We agree and understand that, in no case, shall I/we have any claim or right of whatsoever nature if the Consultancy work is not awarded to me/us or our proposal is not opened or rejected.
23. I/We agree to keep this offer valid for 120 (ninety) days from the PDD.
24. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement.

We hereby declare that our Proposal response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Authorized Signatory:

Signature:

Full Name:

Designation:

Name of the Bidder:

Mobile No:

E-mail:

Address:

Date:

Place:

Annexure III - Particulars of the Bidder

1.	Title of Consultancy:
2.	<p>State the following:</p> <ul style="list-style-type: none"> Name of Firm: Legal status (e.g. sole proprietorship or partnership or Others): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: <p>Name, designation, address and phone numbers of authorised signatory of the Bidder:</p> <ul style="list-style-type: none"> Name: Designation: Company: Address: Phone No.: E-mail address:
2.	<p>State the following information:</p> <p>(a) In case of non-Indian Firm, does the Firm have business presence in India? - Yes/ No If so, provide the office address(es) in India.</p> <p>(b) Has the Bidder been penalised by any organization for poor quality of work or breach of contract in the last five years? - Yes/ No</p> <p>(c) Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? - Yes/ No</p> <p>(d) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? - Yes/ No</p> <p>(e) Has the Bidder suffered bankruptcy/insolvency in the last five years? - Yes/ No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
3.	<p>Signature</p> <p>Full Name:</p> <p>Designation:</p> <p>Name of the Bidder:</p> <p>Mobile No:</p> <p>E-mail:</p> <p>Address:</p> <p>(Signature, name and designation of the authorised signatory)</p>

Annexure IV - Financial Capacity of the Bidder

The Bidder shall furnish in the format given below details of its Annual Financial Turnover and Net Worth during the last three years with supporting documents.

Financial Year	Annual Financial Turnover (INR Crore)	Net Worth (INR Crore)
2021-2022		
2022-2023		
2023-2024		
Average of the above three FYs		

Certificate from the Statutory Auditor

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees from Consultancy and Advisory Services.

Unique Document Identification Number (UDIN):

Signature of Authorized Signatory:

Name of Authorized Signatory:

Designation:

Signatory's ICAI Membership No:

Name of firm:

Firm ICAI Registration No.:

Date:

Seal of Audit firm:

Notes:

- The Bidder shall submit the financial turnover attested by the Statutory Auditor or a Chartered Accountant in case it does not have any Statutory Auditor
- The Bidder shall provide an Auditor's/ CA Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy and Net Worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.
- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Annexure V - Statement of Legal Capacity

Statement of Legal Capacity

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

Ref. Date:

Managing Director,

Infrastructure Development Authority, Government of Bihar

1ST Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4

Patna - 800004, Bihar, India

Dear Sir,

Sub: RFP for “**Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to IDA, Bihar**”

I/We hereby confirm that we, the Bidder, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

Authorized Signatory:

Signature:

Full Name:

Designation:

Name of the Bidder:

Mobile No:

E-mail:

Address:

Date:

Place:

Annexure VI - Abstract of Eligible Assignments of The Bidder

Details of Works executed during the last ten years preceding the PDD ending on last day of month previous to the month in which the proposal is invited:

1.	Name of Bidder:	
2.	Name of the Project:	
3.	Sector/Industry of the Project:	
4.	Type of Project (Feasibility Study/ PPP Advisory/ Privatisation/ Disinvestment/ Financial Analysis/ Review Studies/ Project & Program Management/ Bid Process Management/ Transaction Advisory/ Other Project)	
5.	Description of services performed by the Bidder firm:	
6.	Name of client:	
7.	Address of the Client (including Phone and Email):	
8.	Name, telephone no. of client's representative:	
9.	Estimated capital cost of Project (in INR Crore):	
10.	Contract Value/ Payment received by the Bidder as professional fees (in INR crore):	
11.	Start date of the services (month/ year):	
12.	Finish date of the services (month/ year):	
13.	Brief description of the Project:	

Notes:

- i. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.
- ii. Use separate sheet for each eligible assignment.

Annexure VII - Summary of Eligible Assignments of The Bidder

Sl. No.	Name of the Project	Name of the Client	Estimated capital cost of Project (in Rs crore/ US\$ million)	Professional fee received by the Bidder (in Rs crore)
1.				
2.				
3.				
4.				
5.				

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that the information contained above is correct as per the accounts of the Consultant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

Notes:

- i. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.
- ii. Exchange rate should be taken as INR 85 per US \$ for conversion to Rupees.
- iii. The names and chronology of projects included here should conform to the project-wise details submitted in Annexure V.
- iv. In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Annexure VIII - Particulars of Key Personnel

Bidder shall furnish in the format given below details of qualification and experience of technical personnel proposed for the subject assignment. Resumes of the key personnel shall be enclosed separately.

#	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
1.	Team Leader-cum-PPP Expert						
2.	Infrastructure - cum-PPP Expert						
3.	Finance -cum-PPP Expert						
4.	Procurement - cum-PPP Expert						
5.	Project Consultant-cum-PPP Expert						

Annexure IX - CV of Key Personnel

SI No.	Details	Response
1.	Proposed Position	
2.	Name of Firm	
3.	Name of Key Personnel [Insert full name]	
4.	Date of Birth	
5.	Education Qualifications	[Indicate college/university and other specialized education of staff member, giving names of institutions and location, degrees obtained, duration of course and dates of obtainment]
6.	Membership of Professional Associations / Societies	
7.	Summary of key Training and Certifications	
8.	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9.	Language Proficiency	(Read/ Write/ Speak) - (Excellent/ Good/ Fair)
10.	Employment Record	From [Year]:____ To [Year]: ____ Employer: Positions held: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]
11.	Detailed Tasks Assigned	[List all tasks to be performed under this assignment]

12.	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
	Name of assignment or project: Duration/Period: Location: Client: Main project features: Positions held: Activities performed:

Certification:

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

(Signature and name of the Professional Personnel)

Date:

Place:

Authorized Signatory:

Full Name:

Designation:

Date:

Place:

Notes:

- i. Use separate form for each Key Personnel.

Annexure X - Format for Bank Guarantee for Performance Security

KNOW ALL BY THESE PRESENT that (The name of Bank) _____ a banking corporation carrying on banking business including Guarantees at Patna and other places and having its office at _____ (hereinafter called the "**Bank**" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS, Infrastructure **Development Authority, Government of Bihar** (hereinafter called the "**Authority**" which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for: RFP Ref. No. _____: for "**Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to IDA, Bihar**" (Hereinafter called the "**Assignment**") as per conditions and Terms of Reference covered under the 'Proposal Document'.

AND WHEREAS (Name of Consultant as per registration certificate _____ (hereinafter called the "**Consultant**") has offered to carry out the assignment as specified in Terms of Reference and Conditions included in the "**Proposal Document**".

AND WHEREAS the Board has accepted the _____ Proposal of M/s. _____ (Name of Consultant) (vide its letter No. _____ dated _____ day of _____ 2025. AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. _____ should inter alia furnish a guarantee of a Nationalized Bank/Schedule Bank having its branch in Patna for a sum of INR _____ (Rupees _____ only) being 5% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. _____ (Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of INR _____ (Rupees _____ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of INR _____ (Rupees _____ only) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnessed that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. _____ (Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____

_____ (Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. _____ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Consultant) or for

any in forbearance indulgence by the Board to the M/s. _____ (Name of 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of _____, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals thereof as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to INR _____ (Rupees _____ only) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed INR _____ (Rupees _____ only).

This bank guarantee shall be valid up to _____ and We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before _____.

SIGNED SEALED AND DELIVERED:

by the with named _____
_____ through
its duly constituted Attorney/s
_____ in the presence of.

Annexure XI - Power of Attorney (PoA) for Authorised Signatory

(To be executed on Non-Judicial Stamp Paper of Rs 100/- and Notarised)

Power of Attorney

Dated: _____

To Whomsoever It May Concern

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby appoint, constitute, nominate, and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for setting up of Project Management Unit (PMU) to provide Financial and Transaction Services and the services as specified in annexure-I of the RFP for the Project, proposed to be developed by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

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

Annexure XII - Format for Declaration of Bankruptcy / Insolvency

(to be submitted on the letterhead of the Bidder)

The Bidder should not have suffered bankruptcy / insolvency in the last five years

Letter No:

Date:

UNDERTAKING

**To,
Managing Director,
Infrastructure Development Authority, Government of Bihar
1ST Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4
Patna - 800004, Bihar, India**

Sir,

Subject: **"Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to IDA Bihar"**

Dear Sir,

We, [Firm Name], having registered office at [address], are submitting the proposal for above mentioned assignment. We do hereby declare that [Firm Name] has not been suffered bankruptcy/ insolvency in the last five financial years.

We remain,

Yours sincerely,

Authorised Signatory

Name of Authorized Signatory:

Designation:

Name of firm:

Date:

Seal of firm:

Annexure XIII - Format for Declaration of Blacklisting

(to be submitted on the letterhead of the Bidder)

The Bidder should not have been blacklisted by any Government/ Public Sector Organization

Letter No:

Date:

UNDERTAKING

To,

Managing Director,

Infrastructure Development Authority, Government of Bihar

1ST Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4

Patna - 800004, Bihar, India

Sir,

Subject: **"Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to IDA Bihar"**

Dear Sir,

We, [Bidder Name], having registered office at [address], are submitting the proposal for above mentioned assignment. We do hereby confirm that we have not been currently blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID, etc.)/ Public Sector Undertaking.

We remain,

Yours sincerely,

Authorised Signatory

Name of Authorized Signatory:

Designation:

Name of firm:

Date:

Seal of firm:

Fin Form I - Letter of Financial Proposal

(To be submitted separately on Bidder's letter head)

Form – 1

Covering Letter

(Date and Reference)

To,
Managing Director,
Infrastructure Development Authority, Government of Bihar
1ST Floor, Udyog Bhawan, East Gandhi Maidan, Patna-4
Patna - 800004, Bihar, India

Dear Sir,

Subject: Submission of Financial Proposal

Ref: Request for Proposal (RFP) for **"Setting up of Project Management unit (PMU) to provide Technical and Advisory Support to IDA Bihar"**

I/We, (Bidder's name) herewith enclose my/ our firm's Financial Proposal for Selection Process of the referred assignment, in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Proposal (Technical and Financial Proposals).

Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of Goods and Service Tax (GST) as applicable.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Authorized Signatory:

Signature:

Full Name:

Designation:

Name of the Bidder:

Mobile No:

E-mail:

Address:

Date:

Place:

Notes:

- i. The Financial Proposal is to be submitted strictly as per forms given in the RFP.
- ii. Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. 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.

Fin Form II - Financial Offer for Consultancy Services Fee

Break up of Total Price of the Consultancy Services

Sr. No.	Particulars	Man-Month Rate (in figures) (INR)	Input Months	Total Amount (INR)
1	Team Leader-cum-PPP Expert (1)		24	
2	Infrastructure-cum-PPP Expert (1)		24	
3	Finance-cum-PPP Expert (1)		24	
4	Procurement Expert (1)		24	
5	Project Consultant-cum-PPP Expert (2)		48	
6	Grand Total for Consultancy Services Fee excluding taxes and GST			
7	Grand Total for Consultancy Services Fee excluding taxes and GST (in words)			

Notes:

- Grand Total for Consultancy Services Fee excluding taxes and GST shall be the bid variable
- The Person Man-month shall be considered as 26 working days in one month.
- GST would remain effective as per the Government Guidelines which shall be paid as per the provisions effective at the time of release of payments.
- 05% (five per cent) escalation on Man-Month rates post 12 months/ first anniversary of the Contract will be considered.
- No conditions should be attached to the Financial Proposal.
- In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price.
- Amount mentioned in Grand Total for Consultancy Services Fee shall be considered for the purpose of Financial Proposal evaluation.