



बिहार सरकार

Finance Department, Government of Bihar

Request for Proposal
for
Selection of Agency to provide Consultancy
Services for Systematic Reforms in the
Finance Department, Government of Bihar

Tender Reference No. NIT-2025-01

Finance Department, Government of Bihar
Old Secretariat, Govt. of Bihar, Patna-800015
Website:- <https://state.bihar.gov.in/finance>

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Disclaimer

- The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Department or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor invitation by the Finance Department to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- The Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or torts, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- The Department also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The issue of this RFP does not imply that the Department is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Department

reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

- The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Abbreviations & Definitions

S. No.	Terms	Definition
1.	Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority or the Board Resolution mentioning the "name of the Authorised Signatory" of the respective Bidding Firm.
2.	Bid Document	Documents issued by the procuring entity, including any amendments there to, that set out the terms and conditions of the given procurement and includes the invitation to bid.
3.	Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
4.	Bidder / Agency / Firm /Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
5.	Committee	Committee constituted by Finance Department for the evaluation of Technical Proposals.
6.	Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
7.	Contract Price	Price payable to the firm/company on the panel of Finance Department under the Contract for the complete and proper performance of its contractual Obligations.
8.	Contract/ Procurement Contract	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement.
9.	Day	A calendar day as per GoB / Gol
10.	Effective date	The date on which the contract comes into force and effect
11.	PFM	Public Financial Management
12.	EMD	Earnest Money Deposit
13.	CFMS	Comprehensive Financial Management System
14.	GoB	Government of Bihar
15.	Gol	Government of India
16.	GST	Goods & Service Tax
17.	ICT	Information and Communications Technology
18.	INR	Indian National Rupee

19.	IT	Information Technology
20.	LoI	Letter of Intent
21.	MOU	Memorandum of Understanding
22.	QCBS	Quality and Cost Based Selection
23.	PAN	Permanent Account Number
24.	PBG	Performance Bank Guarantee
25.	Personnel/ Resources	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
26.	PMC	Project Management Consultant
27.	Proposal	Proposals submitted by bidders in response to the RFP issued by Finance Department for selection of firm/company
28.	The Department /Authority	Finance Department, Government of Bihar
29.	RFP	Request for Proposal
30.	Services	Work to be performed by the firm/ company pursuant to the selection by the Finance Department and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by Finance Department, Bihar
31.	WO/PO	Work Order/ Purchase Order
32.	Working Days	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST

Fact Sheet

Important Dates & Information

Department Name	Finance Department, Government of Bihar
Address, Phone Number and Email ID	Finance Department, Government of Bihar, Old Secretariat, Govt. of Bihar, Patna-800015; Email ID – ajay.thakur2626@bihar.gov.in
Name of Work	Selection of Agency to provide Consultancy Services for Systematic Reforms in the Finance Department, Government of Bihar
Project Duration	12 Months
Method of Selection	QCBS 70:30
Tender Currency	INR
Joint Venture/Consortium	Not Allowed
Bid Document Fee (Non-refundable)	INR 10,000/- (INR Ten Thousand Only)
Bid Security/EMD	INR 7,00,000/- (INR Seven Lakhs Only) in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank and drawn in favor of Joint Commissioner cum Drawing and Disbursing Officer, Finance Department, Government of Bihar or to be paid online on https://eproc2.bihar.gov.in
Bid Security/EMD in favor of	Joint Commissioner cum Drawing and Disbursing Officer, Finance Department, Government of Bihar
Performance Bank Guarantee (PBG)	5% of the total contract value within 21 days from date of issuance of work order
Portal for downloading tender documents and proposal submission	The tender is available and downloadable on e-Tendering website: https://eproc2.bihar.gov.in All subsequent changes to the bid document shall be published on the above website.
E-mail Address for Pre-bid and correspondence	ajay.thakur2626@bihar.gov.in
RFP/Tender Availability	09/01/2025
Date & place of Pre bid meeting	14/01/2025 at 01:00 PM Finance Department, Old Secretariat, Govt. of Bihar, Patna-800015
Last Date & Time for Receipt (Submission) of Bids	25/01/2025 at 12:30 PM
Date and Time of Opening Technical Bid	25/01/2025 at 3:00 PM
Date of Technical Presentation	27/01/2025 at 12:30 PM
Date and Time of Opening Financial Bid	To be informed later

Bid Validity Period	180 days (It may be extended as per need)
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1. Introduction

The Finance Department intends to appoint a consulting agency for providing support in bringing innovative and actionable ideas, evidence-based PFM solutions from across the country in the form of an implementation roadmap.

1.1. Request for Proposal

- 1.1.1. Invitation for Selection of Agency to provide Consultancy Services for Systematic Reforms in the Finance Department, Government of Bihar.
- 1.1.2. Finance Department, Government of Bihar, invites responses under two-bid system ("Tenders") to this Request for Proposal ("RFP") from reputed consulting firms ("Bidders") for the provision of Services as described under, "Terms of Reference" of this RFP.
- 1.1.3. Any contract that may result from this Government procurement will be issued for a period of 12 months.
- 1.1.4. The bidder shall not be permitted to subcontract a part or whole of the services under this RFP. However, sub-consultants may be allowed in the form of Subject Matter Expert (SMEs) only, subject to approval of the client. A total of 5 such SMEs will be allowed at any given time during the project execution.
- 1.1.5. The date for the commencement of services is within 30 calendar days of contract signing and the Bidder shall complete the deployment of the entire work force within 30 days of the contract signing.
- 1.1.6. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

1.2. Project Description

Bihar, a state with significant economic potential, faces a complex set of challenges that require innovative solutions. To accelerate its growth trajectory and improve the lives of its citizens, Finance Department, Government of Bihar has embarked on a comprehensive reform agenda with a strategic framework consists of key areas for reform, focusing on enhancing e-governance, improving service delivery, and stimulating economic development.

As part of the ongoing reform agenda, the Finance Department has embarked on multiple initiatives such as:

- 1. Developing an integrated Public Finance Management environment with the implementations of Comprehensive Financial Management System, Human Resource Management System, and in the process of adding additional application namely Works Accounts Management Information System.
- 2. Updating its PFM regulatory framework with revised Treasury Code, Financial Rules, and Purchase Preference Policy etc.

Upon realizing the benefits of the current strategic framework, Finance Department, would continue the reform journey by further strengthening its position in the following key areas:

- a. Modernizing Budget management that aligns with the state's development priorities.
- b. Leveraging modern technologies such as Artificial Intelligence, Data Analytics etc. in the areas of Public Financial Management, thereby enhancing the department's operations, optimizing resource utilization, improving the service delivery with greater transparency.
- c. Organizational & Structural reforms by identifying and eliminating inefficiencies in administrative processes to improve service delivery, with focus on automation.
- d. Building the department's human capital to equip the workforce with the necessary skills to embrace the digital disruptions in the areas of Public Finance.

In order to continue the reform journey, department has identified that, it needs support from a Consulting agency which would support help in them in the realizing their objectives

2. General Terms, Conditions & Provisions

2.1. General Instructions

- 2.1.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 2.1.2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- 2.1.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred Bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 2.1.4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 2.1.5. The provisions of BFR (Bihar Financial Rule) will be followed in the process of tender execution.

2.2. Conflict of Interest

- 2.2.1. An employee of the proposed team for the Project shall not have a conflict of interest that may affect the Selection Process or the delivery of services to the Department
- 2.2.2. Any proposed employee found to have a Conflict of Interest shall be disqualified to provide services to the Department. In the event of disqualification, the Department shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Department for, inter alia, the time, cost, and effort of the Department including consideration of such employee's involvement.
- 2.2.3. The Department requires that the Selected Bidder provides solutions which at all times hold the Department's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work

2.3. Corrupt and Fraudulent Practices

- 2.3.1. The Department will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in

corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

2.3.2. For the purposes of this provision, the terms are set forth as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- iii. "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- iv. "Coercive Practice" is impairing or harming, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- v. "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to The Department in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threaten, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2.4. Completeness of Response/ Compliant Proposals

- 2.4.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2.4.2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP.

2.5. Proposal Validity

- 2.5.1. The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the Departments non-responsive bid.
- 2.5.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Department may request bidders to extend the period of validity

of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e., EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

- 2.5.3. If it is established that any Key Expert nominated in the Bidder's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- 2.5.4. The Agency is required to deploy the required team within 30 days from the signing of the contract between the department and the agency.
- 2.5.5. The Bidder cannot change more than five (5) resources as submitted in response to the bid, except in case of resignation, medical incapacity or death, reasons beyond the control of Bidder or for reasons to the satisfaction of the Department, for the entire project period unless there is written approval of the Department. For any change request of resource, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by The Department.
- 2.5.6. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, or 3) in the sole discretion of the department, then the Project Management Consultant shall, at the Client's written request, provide as a replacement a person with qualifications and experience acceptable to the client within 14 days.

2.6. Extension of Validity Period

- 2.6.1. The Department will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, The Department may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- 2.6.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 2.6.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

2.7. Confidentiality

- 2.7.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact The Department on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not

officially concerned with the process, until the publication of the Contract award information.

- 2.7.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- 2.7.3. Notwithstanding the above provisions, from the time of the Proposals, opening to the time of Contract award publication, if a Bidder wishes to contact The Department on any matter related to the selection process, it should do so only in writing.

2.8. Amendment to “RFP”

- 2.8.1. At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the “RFP” document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the Proposal Due Date.

2.9. Governing Law

- 2.9.1. The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

2.10. Force Majeure

- 2.10.1. Definition of Force Majeure
“Force Majeure” shall mean any event beyond the reasonable control of the Department or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- 2.10.2. Force Majeure events
A Force Majeure shall include, without limitation, the following: War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- 2.10.3. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the

circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

- i. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
- ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under this Clause.
- iii. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - a. Constitute a default or breach of the Contract.
 - b. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, If, and to the extent that, such delay or non- performance is caused by the occurrence of an event of Force Majeure.
- iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- v. In the event of termination pursuant to Clause 2.13, the cessation of rights and obligations of the Department and the Supplier shall be as specified in the clause titled Termination.
- vi. Notwithstanding Clause 2.10.2.4., Force Majeure shall not apply to any obligation of the Department to make payments to the Supplier under this Contract.

2.11. Termination Clause

2.11.1. Termination for Default

- i. The Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 60 days is given to the selected bidder to rectify the breach.
- ii. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by The Department; or;

- iii. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or;
- iv. If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract, or;
- v. If the selected bidder commits breach of any condition of the contract; or;
- vi. If The Department terminates the contract in whole or in part, amount of PBG may be forfeited. The decision of the Department will be final and conclusive in this regard.

2.11.2. Termination for Insolvency

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

2.11.3. Termination for Convenience

- i. The Department, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for The Department's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. In such case, The Department will pay for all the pending invoices as well as the work done till that date by the Bidder.
- iii. In addition to above clause, The Department will compensate the Selected Bidder with 30 days of Fee (Remunerations).
- iv. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- v. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

2.11.4. Termination by the Department

- i. The Department may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. The Selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing.
 - b. The Selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. The Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
 - d. The Selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the Selected Bidder knows to be false;
 - e. Any document, information, data or statement submitted by the Selected Bidder in its Proposals, based on which the Selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or
 - f. As the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
 - g. If the Govt. of Bihar would like to terminate the contract for reasons not attributable to the Selected Bidder's performance, they will need to clear all invoices for the Selected Bidder up to the date of their notice along with 1-month fee pro-rata fee out of the project fee for total project duration.
 - h. If the Govt. of Bihar would like to terminate the contract for reasons attributable related to the Selected Bidder, the government will give a rectification notice for 3 months to the Selected Bidder in writing with specific observations and instructions.

2.11.5. Payment upon Termination

- i. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by Department to the Selected Bidder within 30 days of the contract termination.

2.12. Suspension

- 2.12.1. The Department may, by written notice of suspension to the Selected Bidder, without any obligation (financial or otherwise) suspend all the payments to the Selected Bidder here under if the Selected Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension
- a. Shall specify the nature of the breach or failure, and
 - b. Shall provide an opportunity to the Selected Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Selected Bidder of such notice of suspension.

2.13. Cessation of rights and obligations

- 2.13.1. Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except
- a. Such rights and obligations as may have accrued on the date of termination or expiration,
 - b. The obligation of confidentiality set forth in RFP.

2.14. Cessation of Services

- 2.14.1. Upon termination of this Agreement by notice of either Party to the other the Selected Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.15. Disputes Resolution

- 2.15.1. Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to Department, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

2.16. Arbitration

- 2.16.1. In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings

shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute.

- 2.16.2. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- 2.16.3. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- 2.16.4. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement

2.17. Liquidated Damages

- 2.17.1. Except as provided under clause "Force Majeure," if the selected bidder fails to deliver Services within the period specified in the Contract, The Department may without prejudice to all its other remedies under the Contract, deduct 10% of the Contract Price, as liquidated damages, a sum as specified as in this document for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, The Department may terminate the Contract pursuant to clause "Termination."
- 2.17.2. In addition to penalties mentioned, any written instruction by the Department not being complied to by the bidder and amounting to gross misconduct shall also amount to penalty and an appropriate deduction may be charged from the related invoice (of that quarter) as per the discretion of The Department.
- 2.17.3. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
- 2.17.4. Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.
- 2.17.5. The selected bidder shall request in writing to tendering The Department giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.
- 2.17.6. The Department shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.

- 2.17.7. If The Department agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.
- 2.17.8. It shall be at the discretion of the Department to accept or not to accept the supply of services rendered by the Selected Bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Department shall have right to cancel the contract with respect to undelivered service.
- 2.17.9. If The Department is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.

2.18. Penalty Clause:

- 2.18.1. In addition to the liquidated damages not amounting to penalty, as specified in Clause 2.17, warning may be issued to the agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Department, other penal action including debarring for a specific period may also be initiated as per policy of the department.
- 2.18.2. In case a successful bidder is unable to adhere to the project timeline on account of delivery delays/non-compliance to directions of the department, attributable to the bidder, a penalty of 5% of the amount payable against each deliverable will be levied from the bidder for every week of delay on a pro-rata basis upto a maximum of 10% of the cost quoted by the bidder against the deliverable.
- 2.18.3. Penalty on resource deployment:
- a. In case of delay in complete deployment of the team beyond 30 days from the contract signing or, a penalty of INR 10,000/- per resource per day will be levied from the agency, upto a maximum ceiling of the cost quoted against the resource in the Financial Bid. However, this clause will not be applicable in cases of Force Majeure.
 - b. In case of non-performance/unsatisfactory performance/non-availability of any resource or on the directions of department, the selected agency shall replace the resource within 2 months. If the resource/replacement resource is not deployed even after 2 months, then penalty of the quoted person-month rate of that particular team member position shall be imposed per-day on a pro-rata basis (assuming 1 month is equivalent to 22 working days) for a maximum of 3 months.

3. Terms of Reference

3.1. Project Objective and Scope of Work

The objective of the consulting agency will be to support the Finance Department, Government of Bihar in its endeavor through bringing innovative and actionable ideas, evidence-based PFM solutions from across the country in the form of an implementation roadmap. The consulting agency will study the existing functions of the Department, understand the state of IT applications and shall use industry standard frameworks & best practices for performance process re-engineering, advise on technology roadmap, identify areas for improvement and monitor the implementation of the finalized initiatives

The focus areas of the Agency would involve the following areas:

A. Leveraging the modern technological intervention in the areas of Public Financial Management (PFM), thereby enhancing the department's operations, optimal resource utilization, improving the service delivery with greater transparency

i. Study of existing PFM Landscape; propose a PFM Reform Roadmap and Implementation of best-practices.

1. Engage with stakeholders to identify strengths, weaknesses and gaps in the current PFM landscape.
2. Collect input on desired outcomes and potential challenges for PFM reforms.
3. Outline a phased approach for implementing reforms, prioritizing critical areas first.
4. Develop detailed action plans, timelines, and resource requirements for each phase.
5. Identify successful PFM reforms in other states that can be adopted
6. Establish Key Performance Indicators (KPIs) to measure the success of PFM reforms.
7. Creation of detailed project reports and model RFP documents for the identified initiatives

ii. Study on the Finance Department's existing Comprehensive Financial Management System (CFMS) and assistance in introducing next generation technological interventions in the areas of PFM

1. Conduct a detailed study & gap analysis on the Finance Department's existing Comprehensive Financial Management System (CFMS).
2. Facilitate and monitor the integration of technologies/ concepts such as Block chain, Advanced Data Analytics, Artificial Intelligence, Machine Learning etc. into the department's PFM computer applications.

3. Develop use-cases for emerging technologies considering transparent procurement process, secure contract management, tamper-proof audit trails, centralized treasury operations and secure payment processing, budget management & forecasting, debt & investment management & forecasting etc.
4. Assistance in preparation of Proof of Concepts (POCs) for the identified use cases.
5. Preparation of Implementation Road map for the final POCs.
6. Assisting the department in evaluating Commercial off-The Shelf (COTS) and Enterprise applications for implementing the selected POCs.
7. Support in data governance, preparation of information security plan and its implementation.
8. Support the department in analysis of data and provide suggestions on required corrections in cases of discrepancies in CFMS transactions.

B. Reforms related to Cash and Debt Management along with Expenditure and Budget Management and Revenue Augmentation

i. Strengthening Cash Management functions

1. Suggest recommendations to improve and support nearest to real-time reporting on monthly cash balances.
2. Assist in undertaking cash management reforms including payment cycles, quarterly cash ceilings, and queuing of payments.
3. Prepare government liquidity forecasting for the upcoming financial year based on Budget Policy.
4. Undertake workshops to disseminate cash management operations system.

ii. Support in Debt Management

1. Review the existing Debt Management Strategy (including Medium Term Debt Management Strategy), state debt profile and capacity requirements to effectively meet the debt management goals. Assessment of current debt management practices of the State should cover debt profile of the state – debt composition, cost of borrowing, debt maturity and repayment, review of institutional borrowings – NABARD, SIDBI, HUDCO, EAPs, review of mechanism in place for Externally Aided Projects (EAP), review of off-budget borrowings, review of mechanism in place for issue of Guarantees by the State Government etc.
2. Develop framework for debt sustainability analysis.
3. Assist the department in undertaking joint debt sustainability study.
4. Prepare debt management manual and create an operational toolkit for debt sustainability analysis.

5. Strengthening capacity of the officials in managing debts and explore the feasibility of creating a dedicated debt management office.
6. Help navigate the requirements of compliance with regulatory standards.

iii. Expenditure and Budget Management

1. Evaluate the efficiency of public expenditure across various sectors (using Data Envelopment Analysis) and provide recommendations to improve efficiencies in public expenditure.
2. Support the department in preparation and analysis of Child Budget, Gender Budget, and Climate Budget, etc.
3. Support the department in review of all existing state sponsored schemes and scheme rationalization (merger/demerger and prioritization).
4. Assist the department in macro-fiscal analysis and budget forecasting for medium term in line with FRBM regulations
5. Support department in constitution and administration of the Guarantee Redemption Fund which shall be utilized for meeting the payment obligations arising out of the guarantees issued by the government.
6. Assist the department in strengthening the Pension Management System of the State Government through detailed diagnostic assessment, recommending appropriate reform intervention and formulating an implementation roadmap for the same.

iv. Revenue Augmentation

1. Analyse the tax and non-tax revenues of the State, carry out comparative analysis with other similar states and identify areas of revenue augmentation
2. Analyzing the cost recovery ratio of user charges and supporting the department in appropriate costing of user charges and fees
3. Identify innovative sources for revenue mobilization based on national and international best practices and experiences.
4. Perform GST potential and gap analysis for commodities (as per data availability) and provide recommendations to bridge the gap

C. Organizational & Structural reforms in Finance Department by identifying and eliminating inefficiencies in administrative processes to improve service delivery

i. Assistance in Organizational & Structural reforms

1. Conduct a comprehensive "as is" study to analyze the current organizational structure – Finance Department, State Treasuries etc. and its practices.
2. Perform gap analysis to identify inefficiencies and areas of improvement.

3. Propose systematic reforms and create a roadmap for its implementation.
4. Develop comprehensive concept notes on the reform areas.
5. Propose Business Process Reengineering (BPR) to streamline day-to-day operations.
6. Assisting in examining existing data security standards and suggest improvements thereof.
7. Risk Management and assist the department in managing issues during structural reforms in the organization.
8. Provide comprehensive implementation plan/ roadmap in implementing the following structural reforms – (i) Setting up of Single State Treasury, (ii) Setting up of e-Governance cell for monitoring the department's e-Governance projects.
9. Recommendations regarding creation of Three Directorates: -Treasury & Accounts Directorate, Pension Directorate, Pay Slip / Fixation Directorate.
10. Development of Bihar Institute of Public Finance and Policy (BIPFP) as an institution of research, training and economic think tank.
11. Recommendations on Training Need Assessment (TNA), Strategy and Capacity Building for Finance Department.

D. Fiscal Framework and Research & Economic Analysis Support to Finance Department

The objective of this initiative is to strengthen fiscal management by developing a medium-term fiscal framework, augmenting revenue through analysis and innovative strategies, improving expenditure and efficiency.

i. Developing a medium term fiscal framework

1. Forecast medium to long term macro and fiscal indicators
 - a. Define Key Fiscal Targets: Establish fiscal targets such as the budget deficit, primary deficit, and public debt-to-GDP ratio. These targets should align with broader policy objectives like economic stability, growth, poverty reduction, or sustainability.
 - b. Link to Macroeconomic Goals: Ensure fiscal objectives are aligned with macroeconomic goals like economic growth, employment generation, etc.
 - c. Forecast key macroeconomic variables such as GDP growth, inflation, interest rates, and exchange rates for the medium term.
2. Forecasting fiscal projections by analyzing historical trends and future economic conditions.
 - a. Revenue Projections - (Tax, Non-Tax Revenues, Central Transfers to State).

- b. Expenditure projections (Revenue Expenditure, Capital Expenditure at sector level).
- c. Debt projections – Forecast public debt levels and debt servicing costs to ensure fiscal sustainability and avoid excessive borrowing.
- d. Forecast key fiscal indicators: Fiscal Deficit, Revenue Deficit, tax to GSDP ratio etc.
- e. Ensure that the MTFF is consistent with existing fiscal laws, such as the Fiscal Responsibility and Budget Management (FRBM) Act, which typically mandates debt and deficit limits.

ii. Research & Support in other areas (including but not limited to)

1. Keep on track of the various best practices adopted in other states, and their feasibility to replicate in the state.
2. Create awareness among the stakeholders to bring innovations in smoother implementation of the schemes.
3. Assist the department in preparation of various reports and documents as and when required.
4. Assist the department in preparation for key meetings and review discussions by facilitating in gathering information and their representations.
5. Designing analytical and reporting system as well as IT modules, exhaustively covering various aspects and functions of Finance Department.

E. Support in Press Modernization

1. Support in process improvements by analyzing current workflows and identify inefficiencies, risks and suggest effective mitigations.
2. Recommend on effective organizational restructuring for smoother operations.
3. Develop a comprehensive modernization plan, outlining the steps needed to upgrade technology, improve processes, and enhance overall efficiency.
4. Assist in implementation of digital printing solutions, automation, and other innovations.
5. Help navigate the requirements of compliance with regulatory standards.

3.2. Project Duration

The project duration will be for a period of 12 months.

3.3. Project Deliverables, Timelines and Payment Milestones

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)
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SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)
1.	Project Inception Report	T+0.5	3%
2.	Diagnostic Report on PFM Landscape including:	T+6	6%
	2.1 Study Report on PFM Best Practices	T+2	2%
	2.2 Compiled Report on existing PFM landscape with Implementation roadmap of reforms	T+4	2%
	2.3 DPRs and model RFP documents for suggested reform interventions	T+6	2%
3.	Recommendation Report on incorporation of Emerging Technology solutions in CFMS including: -	T+10	10%
	3.1 Study and Gap Analysis Report on CFMS;	T+1.5	1%
	3.2 Use Case Document for emerging technologies;	T+4	1%
	3.3 Implementation Road map for implementing the selected POCs;	T+6	1%
	3.4 Assessment and Evaluation Document of COTS and Enterprise Applications for a given POC;	T+6	1%
	3.5 Data Governance and Information Security Plan along with Implementation Roadmap	T+6	2%
	3.6 Preparation of DPR documents for the identified digital interventions	T+8	2%
	3.7 Preparation of RFP documents for the identified digital interventions, Support in Bid Process Management	T+10	2%
4.	Report and Implementation plan on Cash Management Reforms and Debt Management Manual including: -	T+6	8%
	4.1 (i) Assessment of current Cash Management and Debt Management Practices including Reform Recommendations and Revenue Augmentation	T+2	2%
	4.2 Stakeholder Workshop Reports	T+3	2%
	4.3 Framework for Debt Sustainability Analysis	T+4	2%
	4.4 Feasibility Report on creation of a Debt Management Office	T+6	2%
5.	Report on Expenditure and Budget Management including the following aspects: -	T+6	9%
	5.1 Assessment Report on public expenditure	T+2	1.5%
	5.2 Recommendation Report for improving the efficiency of public expenditure	T+4	1.5%
	5.3 Manuals for Child Budget, Gender Budget, and Climate Budget	T+6	1.5%
	5.4 Recommendation Report on Scheme Rationalisation	T+4	1.5%
	5.5 Recommendation Report on constitution and administration of the Guarantee Redemption Fund	T+4	1.5%
	5.6 Recommendation Report on strengthening the pension management system of the State Government	T+4	1.5%

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)
	including formulation of an implementation roadmap for the same		
6.	Recommendation Report for Institutional Strengthening of the Finance Department, Government of Bihar including: -	T+9	8%
	6.1 Gap Analysis Document on current organizational setup;	T+2	2%
	6.2 Organization & Structural reforms implementation roadmap;	T+4	2%
	6.3 Concept notes on the reform areas with proposed changes to the business process	T+6	2%
	6.4 Assisting in examining existing risk management system and data security standards at the organizational level and suggest improvements thereof.	T+9	2%
7.	Implementation roadmap for setting up of Single State Treasury including DPRs and model RFP documents, Support in Bid Process Management, if any	T+5	2%
	7.1 Preparation of DPR documents for setting up of Single State Treasury	T+3	1%
	3.7 Preparation of RFP documents for Single State Treasury, Support in Bid Process Management	T+5	1%
8.	Implementation roadmap for setting up of e-Governance cell for monitoring the department's e-Governance project including DPRs and model RFP document, Support in Bid Process Management, if any	T+4	2%
	8.1 Preparation of DPR documents for setting up of e-Governance cell for monitoring the department's e-Governance project	T+2	1%
	8.2 Preparation of RFP documents for setting up of e-Governance cell for monitoring the department's e-Governance project, Support in bid process management	T+4	1%
9.	Recommendation Report including Implementation Roadmap on the following:		5%
	T+4		
	9.1 Three Directorates: -Treasury & Accounts Directorate, Pension Directorate, Pay Slip / Fixation Directorate	T+4	2.5%
	9.2 Bihar Institute of Public Finance and Policy (BIPFP) as an institution of research, training and economic think tank	T+4	2.5%
10.	Medium Term Fiscal Framework Report including: -	T+8	5%
	11.1 macro-fiscal framework design & analysis	T+4	1.5%
	11.2 fiscal projections for Revenue, Expenditure and Debt	T+6	1.5%
	11.3 budget forecasting for medium term in line with FRBM regulations	T+8	2%
11.	Research Reports on fiscal and economic areas including designing analytical and reporting system as well as IT modules, exhaustively covering various aspects and functions of Finance Department	T+7	3%
12.	Press Modernization Plan including: -	T+5	6%

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)
	12.1 As-Is Assessment Report	T+1	1.5%
	12.2 Recommendation Report for Organizational Restructuring, process improvements and risk mitigation in line with regulatory requirements	T+3	1.5%
	12.3 Preparation of DPR for infrastructure modernization and technological upgrades	T+4	1.5%
	12.4 Preparation of RFP documents for infrastructure modernization and technological upgrades, Support in Bid Process Management	T+5	1.5%
13.	Monthly Progress Reports (MPR)	Monthly	33%
Total			100%

Note: "T" is the date of signing of contract

3.4. Team Composition & Qualification Requirements for the Project Team

3.4.1. The Indicative Team Composition & Qualification Requirements for the Project Team are as under:

Sl. No	Professionals	Qualification and Experience	Engagement Period
1.	Senior Public Financial Management Subject Matter Expert (01)	<p>Qualification: MBA/M.A. Economics/PGDM/ M.A. in Public Governance or Policy</p> <p>Experience: More than 12 years of post-qualification professional work experience and 10 years of experience in Government /Public Sector. Should have a minimum 5 years of experience in public finance domain.</p>	12 Months (intermittent)
2.	Project Manager (01)	<p>Qualification: MBA/PGDM (two year course) with B.Tech/B.E. OR Chartered Accountant (CA)</p> <p>Experience: Must have min. 10 years of experience with more than 5 years of experience in Government/Public sector and 4 years of experience in Public Finance domain.</p>	12 Months
3.	Public Finance Management Expert (01)	<p>Qualification: MBA/PGDM (two year course) with B.Tech/B.E. OR Chartered Accountant (CA) OR MCA</p> <p>Experience: Min. 7 years of experience with more than 4 years of experience in Government/Public sector and minimum of 2 years of experience working in Public Finance Management for State/Central Government.</p>	12 Months
4.	Integrated Financial Management Information System (IFMIS) Expert (01)	<p>Qualification: B. Tech/B.E. OR MCA</p> <p>Experience: Min. 7 years of experience with more than 4 years of experience in Government/Public sector and minimum experience of 2 years in</p>	12 Months

Sl. No	Professionals	Qualification and Experience	Engagement Period
		conceptualization, design, implementation / monitoring of e-Governance Solution	
5.	Subject Matter Expert (Cash & Debt Management and Budgeting) - (01)	<p>Qualification: MBA/ Chartered Accountant (CA)/ Chartered Financial Analyst (CFA) / Masters in Economics</p> <p>Experience: Minimum 4 years of work experience with more than 2 years of post-qualification experience with any State / Central Government in the areas of cash, resource & debt management and budgeting, research & economic analysis support, financial modeling and analysis etc.</p> <p>Knowledge of various aspects such as revenue and expenditure management, Cash and Debt Management, forecasting techniques, relevant to Government finance is required.</p>	12 Months
6.	Subject Matter Expert (Accounting, Audit and Treasury Operations) (01)	<p>Qualification: MBA/ Chartered Accountant (CA)/ Chartered Financial Analyst (CFA) / Masters in Economics</p> <p>Experience: Minimum 4 years of work experience with more than 2 years of post-qualification experience in any State / Central Government in the areas of accounting, audit, treasury operations, etc.</p> <p>Knowledge of various aspects such as accounting standards and practices relevant to Government finance is required.</p>	12 Months
7.	Organizational and Structural Reforms Expert (01)	<p>Qualification: MBA/MA or Masters in any related disciplines</p> <p>Experience: A minimum experience of 5 years with 2 years of experience in organizational restructuring in State/Central Government setup based on the best practices of Public Sector.</p>	12 Months

Sl. No	Professionals	Qualification and Experience	Engagement Period
8.	Business Process Reengineering Expert (01)	<p>Qualification: B. Tech/B.E.</p> <p>Experience: A minimum experience of 5 years with 3 years of experience in reengineering business processes to streamline operations, enhance efficiency, etc. Experience of working with State/Central Government will be an added advantage.</p>	12 Months
9.	Technology Specialist (01)	<p>Qualification: B.E./B. Tech OR MCA OR MSc. IT</p> <p>Experience: Minimum experience of 7 years with proficiency in emerging technologies such as AI, big data and block chain, predictive analysis, quantum computing etc. Experience of working with State/Central Government will be an added advantage.</p>	12 Months
10.	ICT Specialist (01)	<p>Qualification: B.E./B.Tech or MCA</p> <p>Experience: Minimum 5 years of work experience in design, development and implementation of complex solutions including: Designing architecture for IT solutions including software requirements in Central/State Govt. Should have proficiency & expertise in consulting with respect to IT operations, application management and audit, data management, data security & system management, etc. Experience in enterprise technologies, frameworks, and platforms will be desirable. Experience in preparation of Bidding</p>	12 Months

Sl. No	Professionals	Qualification and Experience	Engagement Period
		Documents for ICT projects in Public Sector including Bid Process Management.	
11.	Data Management Expert (01)	<p>Qualification:</p> <p>B.E./B.Tech in Computer Science/Information Technology or MCA and specialization in Data Analytics</p> <p>Experience:</p> <p>Minimum 5 years of work experience covering the following:</p> <p>Experience in database management (including cloud based), data management, data architecture and/or data governance roles. Ability to handle data for interpretation of information, experience in data analytics and using dashboards. Hands-on experience with cyber security practices, including encryption, data protection, and vulnerability management. Strong skills in preparing and managing test data for financial transactions, reporting, and compliance.</p> <p>Experience of working with State/Central Government will be an added advantage.</p>	12 Months

3.4.2. Resource Deployment at Project Location and Replacement

- Location of the team is critical as stakeholder coordination as well as communication would remain central to the operation of the team. The team will be placed at Patna in the Finance Department, Government of Bihar.
- The above resources should be engaged full-time for the project and deployed at the project location for a minimum of 15 working days every month during the contract period, except for the position of "Senior Public Financial Management Subject Matter Expert" who should be deployed at the project location for at least 6 days a month.
- If required, the department may augment additional resources for similar positions mentioned above to deliver the work. In that case, the department will take the rates discovered through this bidding process for that particular/similar position.

- iv. The Project Manager and Senior Public Financial Management Subject Matter Expert cannot be changed/replaced except for conditions which are beyond the control of the selected agency as mentioned in clause 2.5.5.

3.5. Payment Milestone

The bidders shall propose the Payment Milestones for the above mentioned deliverables as percentage of the total contract price subject to the following conditions: -

- a. The payment for Deliverables from Sl. no 1 to 12 should be minimum 2/3rd of the total contract price quoted by the bidder
- b. The payment for Deliverables Sl. no 13 should be maximum 1/3rd of the total contract price quoted by the bidder

3.6. Payment Terms

- 3.6.1. For activities mentioned under "Scope of Work", a monthly invoice will be generated and submitted within 07 days from the last working day of the current month along with a Monthly Report covering a snapshot of activities undertaken for the said duration, to the Finance Department, by the Project Management Consultant (PMC). If no objection in terms of performance, deliverable or invoice value is raised, within 15 days from the invoice date by the Finance Department, the invoice and/ or the deliverables will be deemed accepted by the Finance Department.
- 3.6.2. All the payments shall be made in Indian National Rupee (INR) and shall be subject to applicable withholding taxes, if any.
- 3.6.3. Project Duration: Any contract that may result from this Government procurement competition will be issued for a period of 12 months.

4. Preparation & Submission of the Proposal

- a. Bidders should submit their responses as per the formats given in this RFP which is to be uploaded on the website <https://eproc2.bihar.gov.in>
- b. Please note that prices should not be indicated in the technical proposal but should only be indicated in the financial proposal.
- c. The submission of bid is to be made through <https://eproc2.bihar.gov.in>.
- d. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- e. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.

4.1. Pre-bid Conference

- 4.1.1. Department shall hold a pre-bid meeting with the prospective Bidders as per information given in the Fact Sheet above.
- 4.1.2. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only as mentioned in the fact sheet above.
- 4.1.3. The e-mail should necessarily have subject as per the following nomenclature: *"Pre-bid Query – RFP Finance Department**{Company's Name}"*
- 4.1.4. The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			

- 4.1.5. Department shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.

4.1.6. Pre-bid Queries and Corrigendum

- a. The Nodal Officer notified by the Department will endeavor to provide timely response to all queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Department may, for

any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://eproc2.bihar.gov.in> and emailed to all participants of the pre- bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

4.2. Right to Terminate the Process

- 4.2.1. Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 4.2.2. This RFP does not constitute an offer by the Department. The Bidder's participation in this process may result Department selecting the Bidder to engage towards execution of the subsequent contract.

4.3. RFP document fees

- 4.3.1. The Bidder will download the RFP document(s) from the website <https://eproc2.bihar.gov.in>. The bid fee of INR 10,000/- (INR Ten Thousand only) should be submitted online. The RFP document fee must be submitted with proposal. Proposals received without or with inadequate RFP document fees shall be rejected.

4.4. Tender Processing document fees

- 4.4.1. The bidder will have to pay a one-time Tender Processing Fee to be submitted online. The RFP document fee must be submitted with proposal. Proposals received without or with inadequate RFP document fees shall be rejected.
- 4.4.2. This fee is mandatory to be paid through online mode i.e., Internet payment gateway (Credit/ Debit Card), Net banking, NEFT/RTGS.

4.5. Earnest Money Deposit (EMD)

- 4.5.1. Bidders shall submit an EMD of INR 7,00,000/- (INR Seven Lakhs) only, in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank and drawn in favor of Joint Commissioner cum Drawing and Disbursing Officer, Finance Department, Government of Bihar or to be paid online on <https://eproc2.bihar.gov.in>
- 4.5.2. EMD of all unsuccessful Bidders would be refunded by the Department

within 2 months of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.

- 4.5.3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 4.5.4. Proposals not accompanying the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 4.5.5. The EMD may be forfeited in the event of:
 - i. A Bidder withdrawing its bid during the period of bid validity
 - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.6. Performance Bank Guarantee

- 4.6.1. Within 21 days from the date of Letter of Invitation (LOI) from The Department, the successful Bidder shall furnish the Performance Bank Guarantee (PBG) of an amount equal to 5% of its contract value, by way of DD / Performance Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India for the due performance of the Assignment. The Performance Bank Guarantee should remain valid till a60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 4.6.2. Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of these assignments.
- 4.6.3. Forfeiture of PBG: PBG shall be forfeited in the following cases:
 - i. When any terms and condition of the contract is breached.
 - ii. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order
 - iii. The Resources must follow the working hours, working days and Holidays of Government of Bihar. However, resources shall be available on a holiday if so, is required by The Department. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.
- 4.6.4. Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

4.7. Proposal Preparation

- 4.7.1. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- 4.7.2. Department will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7.3. Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal.
- 4.7.4. The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.8. Venue & Deadline for Submission of Proposal

- 4.8.1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted online before the end time.
- 4.8.2. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 4.8.3. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 4.8.4. The Department shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on the subject will be entertained.
- 4.8.5. The Department reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

4.9. Visibility, Format and Numbering of the uploaded document

- 4.9.1. The bidder shall ensure that the document uploaded on the e-procurement portal is clearly visible and downloadable.
- 4.9.2. The bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found

using the appropriate serial/page no. All documents shall only be uploaded in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or download ability of documents which are uploaded in any format other than those mentioned above shall not be entitled for any claim whatsoever.

- 4.9.3. No claims shall be entertained owing to issues of internet connectivity. The bidders are advised to upload the bid online well in advance of the deadline to avoid difficulties.

5. Evaluation and Qualification Criteria

5.1. Evaluation

5.1.1. Evaluation Process

- i. The Department will constitute a committee to evaluate the responses of the Bidders (Proposal Evaluation Committee).
- ii. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence may lead to the Bidder's Proposal being declared non-responsive.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Proposal Evaluation Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii. The evaluation would consist of following phases:
 - Phase I: Evaluation of Pre-Qualification Criteria.
 - Phase II: Evaluation of Technical Proposal (of only those bidders who qualify as per the pre-qualification criteria).
 - Phase III: **Evaluation of Financial Bids as per QCBS (70:30)**
- viii. For QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub clauses below. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations. If two or more bids have the same highest score in the final ranking, the bid with a higher financial score will be H-1.
 - a. The Technical Proposals are given an absolute technical score (Ta out of max 100) based on the evaluation criteria in Clause 5.2. However, to normalise this w.r.t. Financial Score (Sf) below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100

(Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:

$$St = 100 \times Ta / Ta\text{-max},$$

in which "Ta-max" is the highest evaluated absolute Technical Score, "St" is the relative Technical score calculated, and "Ta" is the absolute Technical Score of the proposal under consideration. This normalization would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.

- b. The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100 (Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

$$Sf = 100 \times Fm / F,$$

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

- c. The weights given to the Technical (T) and Financial (P) Proposals are specified in Fact Sheet:

T (the weight given to the Technical Proposal) in %, and

P (the weight given to the Financial Proposal) in % (with T + P = 100%)

- d. Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

$$S = (St \times T + Sf \times P) / 100.$$

in which "S" is the combined QCBS score, "St" is the relative technical score calculated as per sub-clause a. above and "Sf" is the financial score calculated as per sub-clause b. above.

- e. All scores shall be calculated up to two decimal places only.

5.1.2. Proposal Opening

- i. The Proposals submitted up to the last date and time mentioned above will be opened on the mentioned place, time and date by the Nodal Officer or any other officer authorized by the Department, in the presence of the Bidder's representatives who may be present at the time of opening.
- ii. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity for attending the opening of the Proposal.

5.1.3. Proposal validity

- i. The offer submitted by the Bidders should be valid for minimum period

of 180 days from the last date of submission of the Proposal.

5.1.4. Award criteria

- i. The Department will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the standard process.

5.1.5. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

- i. The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for The Department action.

5.1.6. Notification of Award

- i. Prior to the expiration of the validity period, The Department will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process /public procurement process has not been completed within the stipulated period, The Department may like to request the bidders to extend the validity period of the bid.
- ii. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, The Department will return the EMD of unsuccessful bidders.

5.1.7. Signing of Contract

- i. After the Department notifies the successful bidder that its proposal has been accepted, The Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between The Department and the successful bidder.

5.1.8. Failure to agree with terms and condition of RFP

- i. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. The draft Legal Agreement will be mutually finalized with the successful bidder in view of the terms and conditions mentioned in the RFP.

5.1.9. Proposal Evaluation

- i. Initial Proposal scrutiny will be held and to confirm that Proposals do not suffer from the infirmities detailed below. The proposal will be treated as non-responsive, if a Proposal is found to have been:
 - a. Submitted in manner not conforming with the manner specified in the RFP document
 - b. Submitted without appropriate EMD as prescribed herein
 - c. Received without the appropriate power of attorney
 - d. Containing subjective/incomplete information
 - e. Submitted without the documents requested in the checklist
 - f. Non-compliant with any of the clauses stipulated in the RFP
 - g. Having lesser than the prescribed validity period.
 - h. The EMD of all non-responsive bids shall be returned to the bidders.
- ii. All responsive Bids will be considered for further processing as below.
- iii. The Department will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

5.2. Criteria for Evaluation

5.2.1. Pre-qualification (PQ) criteria

#	Qualifying Parameter	Eligibility Criteria
1	Registration	The bidder should be registered firm/company/partnership/ LLP in India. – Registered in India for past 15 Years as on 31-03-2024. Documentary Evidence: Relevant documentary proof (Certificate of Incorporation, PAN and GST registration certificate) should be submitted.
2	Annual Turnover and Net Worth	The Bidder must have an average annual turnover of INR 500 crores or above in last 3 consecutive Financial Years (FY 2021-22, 2022-23, 2023-24) from consultancy services only rendered in India. The Bidder should have a positive net worth as on 31-03-2024. Documentary Evidence: <ul style="list-style-type: none">• A certificate from Chartered Accountant should be submitted.• Audited Financial Statements of the relevant years shall be submitted
3	Consulting Experience	The bidder should have overall Experience of minimum 10 years in Designing & Implementation / Project Management Consultancy Support to State Government or Central Government in Public Finance Management/ Budget Management/ Policy Reforms in Finance in India with at least 2 Projects of at least 2 Cr. each in the last 5 years. Note: <i>In case of project experience cited is that of a consortium/JV, the experience and fee value of only the bidding entity shall be considered. The experience and fee value of the consortium partner /JV partner shall not be accepted and must be excluded.</i> Documentary Evidence: The Bidder should be able to submit at least one of the following documentary evidence: <ul style="list-style-type: none">• Work Order• Contract Agreement• Satisfactory Completion Certificate / Payment proof (For completed or substantially completed projects only) The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.
4	Bid Security	The bidder shall submit proof of depositing Bid Security or Bank Guarantee.

5	Blacklisting	The bidder should not have been blacklisted / debarred by any Central/ State Government as on the date of issue of RFP. Documentary Evidence: Self certified undertaking by the authorized signatory of the bidder should be submitted.
6	Anti-Corruption	The bidder should not be under any legal action for corrupt or fraudulent practices as on the date of issue of RFP which will impact the delivery of the assignment. Documentary Evidence: Self certified undertaking by the authorized signatory of the bidder should be submitted.
7	Bankruptcy	The bidder should not have filed for bankruptcy/insolvency during the last three years. Documentary Evidence: Self certified undertaking by the authorized signatory of the bidder should be submitted.

5.2.2. Technical Qualification (TQ) criteria

The evaluation committee appointed by the Department will carry out the evaluation of proposals based on the following evaluation criteria and points system. If required, specific clarifications may be asked from any or all bidder(s) at any stage. However, after the submission of the proposal by the bidder, any supplementary / clarificatory document of a date later than the date of submission of proposal shall not be accepted.

The table below presents the technical qualification criteria. The criteria have been broken in three categories. with a maximum mark assigned to each category. The bidder shall provide complete details in respect of all the criteria as per the table mentioned below.

I	Past Experience of the firm – 10 marks
II	Qualification and Experience of Key Personnel** – 50 marks
III	Description of Approach, Methodology and Work Plan – 25 Marks Presentation on understanding, approach-methodology, case studies, best practices, etc. – 15 marks

The bidders who are having an overall technical score more than or equivalent to 70 above will be technically qualified and considered for financial bid opening.

***The number of points to be assigned to each of the key personnel positions shall be determined considering the following two sub-criteria and relevant percentage weights (total 100%):*

- i. Educational Qualification (General and relevant Education): **20% weightage***
- ii. Adequacy for the assignment (professional experience in the sector/ similar assignments/ knowledge of administrative systems/ government organizations): **80%***

weightage

#	Particulars	Max. Marks	
I.	Past Experience of the firm	10	
1.	<p>Experience in Designing & Implementation / Project Management Consultancy Support to State Government or Central Government in Public Finance Management/ Budget Management/ Policy Reforms in Finance in India of at least 2 Crore each</p> <p>a) 5 or more projects (Full 10 marks) b) 4 projects (8 marks) c) 3 projects (6 marks) d) 2 projects (4 marks)</p> <p>Bidder shall provide Work Order/Contract Agreement/Satisfactory Completion Certificate or Payment proof (For completed or substantially completed projects)</p> <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</p>	10	
II.	Qualification and Experience of Key Personnel	Qty. Required	50
1.	Senior Public Financial Management Subject Matter Expert	1	8
2.	Project Manager	1	7
3.	Public Finance Management Expert	1	5
4.	Integrated Financial Management Information System (IFMIS) Expert	1	5
5.	Subject Matter Expert (Cash & Debt Management and Budgeting)	1	5
6.	Subject Matter Expert (Accounting, Audit and Treasury Operations)	1	5
7.	Organizational and Structural Reforms Expert	1	3
8.	Business Process Reengineering Expert	1	3
9.	Technology Specialist	1	3
10.	ICT Specialist	1	3
11.	Data Management Expert	1	3
III.	Presentation of the proposed approach and methodology		40
1.	a. Description of Approach & Methodology		20
	b. Work Plan		5
	c. Technical Presentation on understanding, approach-methodology, case studies, best practices, etc.		15

5.3. Financial Bid Evaluation

- a. The successful bidder will be selected on **Quality and Cost Based Selection method (QCBS 70:30)**.
- b. Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. Conditional Financial Bid shall be out-rightly rejected.
- c. The grand total of Cost as quoted in FORM-2 shall be considered as the quoted value for evaluation of financial bid.
- d. In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under section 5.2.2. with a minimum score of 70, shall be opened.

6. E-Procurement Process Related Instruction

Submission of Proposals (Through electronic mode only)

1. The Bidder shall submit his bid/ tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The Bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e- procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement 2.0 platform.
3. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement 2.0 website. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e- Procurement 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the Bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.

7. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hardcopy of the EMD i.e., BG that should be submitted in the tendering authority office within the next working day after tender closing date."
8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.
10. For support related to e-tendering process, Bidders may contact at mentioned below:

Toll Free No. 1800 572 6571,

Email Id: - eproc2support@bihar.gov.in

Note: "Bids along with necessary online payments must be submitted through e- Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

ANNEXURES

Annexure 1: Form –1 (Proposal Submission Letter)

(Should Be Scanned and Uploaded)

PROPOSAL SUBMISSION LETTER

(On the letter head)

{Location, Date}

To:

The {Designation}

Finance Department,

{Address}

Dear Sir,

We, the undersigned, offer to provide the services under {RFP Name} to Finance Department, Government of Bihar, in accordance with your Request for Proposals vide no. _____ (RFP No) _____(dated).

We are hereby accordingly submitting our Proposal as per terms of this

RFP. We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by Finance Department.
- Our Proposal shall be valid and remain binding upon us till the bid validity period.
- We meet the eligibility requirements as stated in RFP
- In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- Except as stated in the RFP, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We understand that Finance Department is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials):

Name and Title of Signatory: _____

Name of Project Management Consultant: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Annexure 2: Technical Proposal – Standard Forms

(Should Be Scanned and Uploaded)

Checklist of Required Forms

Required for Proposal (✓)	Form	Description
✓	Tech-1	Organization Details.
✓	Tech-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment (Maximum 20 pages)
✓	Tech-3	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) (Not more than 4 pages for each proposed resource)
✓	Tech-4	Work Schedule

Annexure 3: Form Tech – 1 (Organization Details)

Form TECH-1: A brief description of the Project Management Consultant's organization and an outline of the recent experience of the Project Management Consultant that is most relevant to the assignment. The outline should indicate the names of the Project Management Consultant's

Key Experts who participated, the duration of the assignment, the contract amount, and the Project Management Consultant's role/involvement

A. Project Management Consultant's Organization

- *Provide here a brief description of the background and organization of your company/partnership firm.*
- *Include organizational chart, a list of Board of Directors, and beneficial ownership*

B. Project Management Consultant's Experience

List only previous similar assignments successfully completed/ on-going in the last 10 years as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows:

Duration	Assignment name/ & Brief description of main deliverables / outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent) / Amount paid to your firm	Role on the Assignment
<i>e.g., Apr 2019 to Mar 2020}</i>	<i>{e.g., "Improvement quality of....." designed master plan for rationalization of ;}</i>	<i>{e.g., Ministry of....., country}</i>	<i>Amount in Crore.</i>	<i>{e.g., Lead Partner in a JV A&B&C}</i>

<i>e.g., Apr 2019 to Mar 2020}</i>	<i>{e.g., "Improvement quality of..... "</i>	<i>{e.g., Ministry of, country}</i>	<i>Amount in Crore.</i>	<i>{e.g., Lead Partner in a JV A&B&C}</i>
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Annexure 4: Form Tech – 2 (Approach, Methodology and Work Plan)

Description of Approach, Methodology and Work Plan (Maximum 20 pages)

Form TECH-2: a description of the approach, methodology, and work plan for performing the assignment.

Suggested structure:

- **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed experts named in the bid, the approach for engaging as Project Management Consultant.
- **Work Plan:** Please outline the plan for the implementation of the main activities/tasks of the assignment, including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.
- **Organization:** Please describe the structure and composition of your team, including the list of the Key Experts –Clearly reflecting the experts committed right from the start date.

Annexure 5: Form Tech – 3 (CV Template)

Photo {Add Photo – Delete this text}	Name	{Full Official Name}			
	Proposed Position:	{The proposed designation}			
	Date of Birth	{Please use the following format only: 28 th August 1978}			
	Education:	Degree(s)/ Diploma(s)	Institution	Year	
				From	To
		{Degree name with specialization (if any)}	{Name of institution, Name of city where institution is situated}	{YYYY}	{YYYY}
{Add/ Delete rows if needed}					
Employment Record	Total Experience: {Total Work Experience in Years and Months, e.g., 10 years and 6 months}				
	From	To	Company	Position Held	
	{MM, YYYY}	{MM, YYYY}	{Company Name, Name of city where you were posted}	{Designation in the company}	
	{Add/ Delete rows if needed}				
Brief Profile	{Enter data here}				
Countries of Work Experience	{Name of the country}				
Languages	Language	Speaking	Reading	Writing	
	{Name of Language, e.g., English, Hindi etc.}	{Yes/ No}	{Yes/ No}	{Yes/ No}	
	{Add/ Delete rows if needed}				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned {Add assignments and rows as per the text}					

Project/ Assignment: {Name of the project/ Assignment}

Month and Year (Start and end): {E.g., September2019 – August 2020}

Location: {Name of the city, Name of the state}

Client: {Name of the Client}

Position held: {Position/ Designation as per the assignment}

Activities:

- {Mentions activities for which you were responsible in the project and “**highlight**” the key words that relates to the job description for your proposed position}

{Add more sections if needed}

Project/ Assignment: {Name of the project/ Assignment}

Month and Year (Start and end): {E.g. September2019 – August 2020}

Location: {Name of the city, Name of the state}

Client: {Name of the Client}

Position held: {Position/ Designation as per the assignment}

Activities:

- {Mentions activities for which you were responsible in the project and “**highlight**” the key words that relates to the job description for your proposed position}

{Add more sections if needed}

Project/ Assignment: {Name of the project/ Assignment}

Month and Year (Start and end): {E.g. September2019 – August 2020}

Location: {Name of the city, Name of the state}

Client: {Name of the Client}

Position held: {Position/ Designation as per the assignment}

Activities:

- {Mentions activities for which you were responsible in the project and “**highlight**” the key words that relates to the job description for your proposed position}

{Add more sections if needed}

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful described herein may lead to my disqualification or dismissal, if engaged

{Name of Candidate}

Signature and name of key professional

Date: DD-MM-YYYY

Annexure 6: Form Tech – 4 (Work Schedule)

N°	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
n															

Note:

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Annexure 7: Form – 2A (Financial Bid Format against Resources)

Summary of Costs *(This is for reference only, not to be scanned and uploaded)*

Form-2 will have to be submitted in online format only and failure to comply the same will result in rejection of Bid

#	Position	No. of Resources (A)	Deployment Months (B)	Cost Per Month (INR) (C)	Total Amt. (INR) (A*B*C)
1	Senior Public Financial Management Subject Matter Expert	1	<x/22*12>		
2	Project Manager	1	12		
3	Public Finance Management Expert	1	12		
4	Integrated Financial Management Information System (IFMIS) Expert	1	12		
5	Subject Matter Expert (Cash & Debt Management and Budgeting)	1	12		
6	Subject Matter Expert (Accounting, Audit and Treasury Operations)	1	12		
7	Organizational and Structural Reforms Expert	1	12		
8	Business Process Reengineering Analyst	1	12		
9	Technology Specialist	1	12		
10	ICT Specialist	1	12		
11	Data Management Expert	1	12		
Sub-Total (INR)					
GST as applicable					
Grand-Total (Including GST) (INR)					

Note: (i) x=no. of days the Senior Public Financial Management Subject Matter Expert should be deployed. As per clause 3.4.2(ii) he/she must be deployed for a minimum of 6 days per month for 12 months.

Annexure 7: Form – 2B (Financial Bid Format against Deliverables)

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)	Payment Amount (INR)
1.	Project Inception Report	T+0.5	3%	
2.	Diagnostic Report on PFM Landscape including:	T+6	6%	
	2.1 Study Report on PFM Best Practices	T+2	2%	
	2.2 Compiled Report on existing PFM landscape with Implementation roadmap of reforms	T+4	2%	
	2.3 DPRs and model RFP documents for suggested reform interventions	T+6	2%	
3.	Recommendation Report on incorporation of Emerging Technology solutions in CFMS including: -	T+10	10%	
	3.1 Study and Gap Analysis Report on CFMS;	T+1.5	1%	
	3.2 Use Case Document for emerging technologies;	T+4	1%	
	3.3 Implementation Road map for implementing the selected POCs;	T+6	1%	
	3.4 Assessment and Evaluation Document of COTS and Enterprise Applications for a given POC;	T+6	1%	
	3.5 Data Governance and Information Security Plan along with Implementation Roadmap	T+6	2%	
	3.6 Preparation of DPR documents for the identified digital interventions	T+8	2%	
	3.7 Preparation of RFP documents for the identified digital interventions, Support in Bid Process Management	T+10	2%	
4.	Report and Implementation plan on Cash Management Reforms and Debt Management Manual including: -	T+6	8%	
	4.1 Assessment of current Cash Management and Debt Management Practices including Reform Recommendations	T+2	2%	
	4.2 Stakeholder Workshop Reports	T+3	2%	
	4.3 Framework for Debt Sustainability Analysis	T+4	2%	
	4.4 Feasibility Report on creation of a Debt Management Office	T+6	2%	
5.	Report on Expenditure and Budget Management including the following aspects: -	T+6	9%	
	5.1 Assessment Report on public expenditure	T+2	1.5%	
	5.2 Recommendation Report for improving the efficiency of public expenditure	T+4	1.5%	
	5.3 Manuals for Child Budget, Gender Budget, and Climate Budget	T+6	1.5%	
	5.4 Recommendation Report on Scheme	T+4	1.5%	

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)	Payment Amount (INR)
	Rationalisation			
	5.5 Recommendation Report on constitution and administration of the Guarantee Redemption Fund	T+4	1.5%	
	5.6 Recommendation Report on strengthening the pension management system of the State Government including formulation of an implementation roadmap for the same	T+4	1.5%	
6.	Recommendation Report for Institutional Strengthening of the Finance Department, Government of Bihar including: - T+9		8%	
	6.1 Gap Analysis Document on current organizational setup;	T+2	2%	
	6.2 Organization & Structural reforms implementation roadmap;	T+4	2%	
	6.3 Concept notes on the reform areas with proposed changes to the business process	T+6	2%	
	6.4 Assisting in examining existing risk management system and data security standards at the organizational level and suggest improvements thereof.	T+9	2%	
7.	Implementation roadmap for setting up of Single State Treasury including DPRs and model RFP documents, Support in Bid Process Management, if any	T+5	2%	
	7.1 Preparation of DPR documents for setting up of Single State Treasury	T+3	1%	
	3.7 Preparation of RFP documents for Single State Treasury, Support in Bid Process Management	T+5	1%	
8.	Implementation roadmap for setting up of e-Governance cell for monitoring the department's e-Governance project including DPRs and model RFP document, Support in Bid Process Management, if any	T+4	2%	
	8.1 Preparation of DPR documents for setting up of e-Governance cell for monitoring the department's e-Governance project	T+2	1%	
	8.2 Preparation of RFP documents for setting up of e-Governance cell for monitoring the department's e-Governance project, Support in bid process management	T+4	1%	
9.	Recommendation Report including Implementation Roadmap on the following: T+4		5%	
	9.1 Three Directorates: -Treasury & Accounts Directorate, Pension Directorate, Pay Slip / Fixation Directorate	T+4	2.5%	
	9.2 Bihar Institute of Public Finance and Policy (BIPFP) as an institution of research, training and economic think tank	T+4	2.5%	

SL No.	Deliverables	Timelines (In Months)	Payment Milestone (%)	Payment Amount (INR)
10.	Medium Term Fiscal Framework Report including: -	T+8	5%	
	11.1 macro-fiscal framework design & analysis	T+4	1.5%	
	11.2 fiscal projections for Revenue, Expenditure and Debt	T+6	1.5%	
	11.3 budget forecasting for medium term in line with FRBM regulations	T+8	2%	
11.	Research Reports on fiscal and economic areas including designing analytical and reporting system as well as IT modules, exhaustively covering various aspects and functions of Finance Department	T+7	3%	
12.	Press Modernization Plan including: -	T+5	6%	
	12.1 As-Is Assessment Report	T+1	1.5%	
	12.2 Recommendation Report for Organizational Restructuring, process improvements and risk mitigation in line with regulatory requirements	T+3	1.5%	
	12.3 Preparation of DPR for infrastructure modernization and technological upgrades	T+4	1.5%	
	12.4 Preparation of RFP documents for infrastructure modernization and technological upgrades, Support in Bid Process Management	T+5	1.5%	
13.	Monthly Progress Reports (MPR)	Monthly	33%	
Total			100%	

Note: The payment amount must be filled by the bidder against each payment milestone and the total payments should match the total in Form 2A.

Annexure 8: Form – 3 (Information and Details)

Important Information and Details

#	Particulars	Details
1	Name of the Firm	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust etc.)	
6	Address of Head Office:	
7	Incorporation/Registration status of the Bidder	Submit Incorporation Certificate <i>Page No. at which enclosed:___</i>
8	Date of Incorporation/Registration	
9	Power of Attorney/Board Resolution in the name of the Authorized signatory	<i>Page No. at which enclosed:___</i>
10	Turnover in the last 3 Years from consultancy services in India:	FY 2021-22:_____-/- FY 2022-23:_____-/- FY 2023-24:_____-/- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed: _____</i> Also submit Audited Financial Statements for all the FYs.
11	Net worth as on 31-March-2024	INR _____/- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed: _____</i>
12	PAN Number	<i>Page No. at which enclosed:___</i>
13	GSTIN Number	<i>Page No. at which enclosed:___</i>

#	Particulars	Details
14	<p>The bidder(s) should have overall Experience of minimum 10 years in Project Management Consultancy Support to State Government or Central Government in Public Finance Management/ Budget Management/ Policy Reforms in Finance in India with at least 2 Projects of at least 2 Cr. each in the last 5 years</p> <p>Documentary Evidence: The Bidder should be able to submit at least one of the following documentary evidence:</p> <ul style="list-style-type: none"> • Work Order • Contract Agreement • Satisfactory Completion Certificate/ Payment proof (For completed or substantially completed projects only) <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</p>	<p>Prior Experience Certificates/ Letter of Award/ Agreement etc. in support for the same (Page No. From_____to _____at _____which enclosed)</p>
15	Bidder(s) should not have been declared ineligible/ blacklisted by any State or Central Government.	Self-certified undertaking by the authorized signatory of the bidder should be submitted.
16	Bidder(s) should not have filed for bankruptcy/ insolvency during the last three years.	Self-certified undertaking by the authorized signatory of the bidder should be submitted.
17	One Copy of the whole of the RFP document (With Corrigendum, if any) with each page signed and stamped.	Page No. at which enclosed:___

Annexure 9: Form – 4 (Power of Attorney)

(Power of Attorney or Board Resolution in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by these present that We (Name of the enterprise and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Mrs./Ms. (Name) son/daughter/wife of.....and presently residing at..... who is presently employed with us and holding the position of as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for the RFP Reference No. Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all matters before the tendering authority including negotiations with the tendering authority, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

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

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

For..... ;

{Signature, name, designation and address} Accepted

.....

(Signature)

(Name, Title and Address of the

Attorney) Witnesses: 1. _____

2. _____

Annexure 10: Format of Bank Guarantee (BG)

[Bank Letterhead]

Bank Guarantee No.: [BG Number]

Date: [Date]

To:

[Name of Beneficiary]

[Address of Beneficiary]

Whereas:

1. [Name of the Consultant] (hereinafter referred to as "the Consultant") has entered into a Consultancy Agreement with [Name of the Beneficiary] (hereinafter referred to as "the Beneficiary") for [Project Name].
2. The Consultant is required to furnish a Bank Guarantee for an amount of [Amount in Words and Figures] as a guarantee for the due performance of the Consultancy Agreement.
3. We, [Name of the Bank] (hereinafter referred to as "the Bank"), having our Registered Office at [Address of the Bank], have, at the request of the Consultant, agreed to furnish this guarantee.

**Now, therefore, in consideration of the aforesaid, we, the Bank, unconditionally guarantee to pay to the Beneficiary on demand, without any demur, protest, or question whatsoever, any sum or sums not exceeding [Amount in Words and Figures] on account of any breach by the Consultant of any of the terms and conditions of the Consultancy Agreement.

This guarantee shall remain in force until [Expiry Date] or until such time as the Beneficiary furnishes us with a written discharge or waiver in full and final settlement of all claims under the Consultancy Agreement.

We, the Bank, further agree that the Beneficiary shall have the fullest liberty without our consent to vary any of the terms and conditions of the Consultancy Agreement or to extend the time of performance by the Consultant from time to time or to postpone for any time or times any of the powers exercisable by the Beneficiary against the Consultant and to forbear or

give time to the Consultant or to take any other action which the Beneficiary may deem fit, and all such acts and forbearances by the Beneficiary shall not in any way release the Bank from its obligations under this guarantee.

In witness whereof, we, the Bank, have caused this guarantee to be executed by its duly authorized officer on the date first above written.

For [Name of the Bank]

[Signature of Authorized Signatory]

[Name of Authorized Signatory]

[Designation of Authorized Signatory]

[Bank Seal]

Annexure 11: FORMAT FOR EARNEST MONEY DEPOSIT

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT PATNA OR OUTSATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT PATNA OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT PATNA.

LETTER OF GUARANTEE

To,
(Beneficiary),
(Address)

IN ACCORDANCE WITH YOUR TENDER No:
dated.....for the M/s.
..... (hereinafter called the "Bidder") having its
Registered Office at.....
....., wish to participate in the said bid for the
..... as an irrevocable Bank Guarantee
against Earnest Money Deposit for an amount of Rs.
(Rupees.....) valid up to
..... (180 days from the date of issue of Bank Guarantee), is required to be
submitted by the bidder as a condition precedent for participating in the said bid,
which amount is liable to be forfeited by the Finance Department on (1) the
withdrawal or revision of the offer by the bidder within the validity period, (2)
Non acceptance of the Letter of Indent/ Purchase order by the Bidder when
issued within the validity period, (3) in violation of the clause of the tender.

During the validity of this Bank Guarantee:

We,(Bank name) having its registered Office at
..... guarantee and undertake to pay immediately on first

demand by Finance Department the amount of
Rs..... (Rupees.....) without any reservation, protest, demur and
recourse. Any such demand made by the Finance Department shall be conclusive and
recourse. Any such demand made by the purchaser shall be binding on the Bank
irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to(180 days from
the date of issue of Bank Guarantee) If any further extension is required, the same
shall be extended to such required period on receiving instruction form the Bidder, on
whose behalf this Guarantee is issued.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs.....

(Rupees.....) .

1. This Bank Guarantee shall be valid up to(date)

2. We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee Only and only if you serve upon us a written claim or before (date).
This Bank further agrees that the claims if any, against this Bank.Guarantee shall
be enforceable at our branch office at
..... situated at (Address of local
branch). Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Annexure 12: Format for Declaration Regarding Bankruptcy or Insolvency

[Company Letterhead]

[Date]

To: [Name of the Tendering Authority] [Address]

Subject: Declaration Regarding Bankruptcy or Insolvency

Dear Sir/Madam,

[Company Name] hereby solemnly declares that:

1. **No Bankruptcy or Insolvency Proceedings:** The Company is not currently subject to any bankruptcy, insolvency, or liquidation proceedings, nor is it under threat of such proceedings.
2. **Financial Health:** The Company is financially sound and has the capacity to fulfill all contractual obligations associated with this project.
3. **Disclosure of Financial Information:** The Company has accurately disclosed all relevant financial information in its tender documents.
4. **Commitment to Contractual Obligations:** The Company is committed to fulfilling all contractual obligations, including timely delivery of services, payment of taxes, and adherence to labour laws.

We understand that any false or misleading information provided in this declaration may lead to disqualification from the tender process and potential legal action.

We affirm our commitment to ethical and transparent business practices.

Sincerely,

[Authorized Signatory]

[Designation]

[Company Name]

[Company Seal]

Annexure 13: Format for Declaration Regarding Blacklisting/Debarment

We, [Company Name], hereby declare that we have not been blacklisted / debarred by any Central / State Government or any other Government authority as on the date of submission of this bid.

We understand that any false information provided in this declaration may lead to the rejection of our bid or termination of the contract, if awarded.

[Signature of Authorized Signatory]

[Name of Authorized Signatory]

[Designation of Authorized Signatory]

[Date]

Note: Provide in company letter head with seal and signature

Annexure 14: Format for Non-Corruption Declaration

[Date]

To:

[Name of the Tendering Authority]

[Address]

Subject: Declaration of Non-Corruption

Dear Sir/Madam,

[Company Name] hereby solemnly declares that:

1. No Bribery or Corruption: We have not offered, paid, promised to pay, or authorized any payment or gift or other advantage to any person or entity to influence the procurement process or secure the contract.
2. Fair Competition: We have participated in this tender process fairly and honestly, without collusion or anti-competitive behavior.
3. Compliance with Laws: We have complied with all applicable laws, rules, and regulations, including those related to anti-corruption and bribery.
4. Disclosure of Interests: We have disclosed all relevant interests, direct or indirect, that may influence our participation in this tender.
5. Cooperation with Investigations: We agree to cooperate fully with any investigation or inquiry related to this tender or contract.

We understand that any false or misleading information provided in this declaration may lead to disqualification from the tender process and potential legal action.

We affirm our commitment to ethical and transparent business practices.

Sincerely,

[Authorized Signatory]

[Designation]

[Company Name]

[Company Seal]