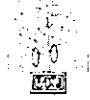


## INVITATION OF BID



**Government of Bihar**  
**Panchayati Raj Department**  
**पंचायती राज विभाग, बिहार, पटना**

4th Floor, New Secretariat, Vikas Bhawan, Patna – 800015  
Tel: 0612-2202229

Email: [secy-panchayat-bih@nic.in](mailto:secy-panchayat-bih@nic.in)

Website: <https://state.bihar.gov.in/biharprd>

Notice Inviting e-Tender  
(Through e-Procurement Mode Only)  
(<https://www.eproc2.bihar.gov.in>)

**Tender Reference No : PRD/S-11/RFP/02/2025-26**

The Panchayati Raj Department, Government of Bihar, invites e-Tenders from eligible, experienced, and technically qualified consulting firms/agencies for the selection of a Technical Agency for setting up a **Project Monitoring Unit (PMU)** to support the Panchayati Raj Department, Government of Bihar.

### Scope of Work (Indicative)

- Program planning, monitoring, and evaluation of departmental schemes
- Strengthening implementation of rural development and PRI-related initiatives
- Supporting Gram Panchayats in preparation of bankable projects and project structuring
- Assistance in procurement planning, PPP models, and financial structuring
- Data analysis, MIS reporting, and decision-support systems
- Capacity building, training, and handholding support
- Coordination with stakeholders across all levels
- Continuous monitoring and reporting

### Duration of Engagement

Initial Contract Period: 24 Months

Extension: Up to 12 months based on satisfactory performance and approval of competent authority

### Selection Process

The selection shall be carried out through Quality and Cost Based Selection (QCBS) as detailed in the RFP.

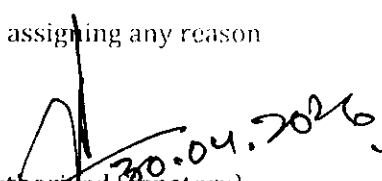
### Availability of RFP Document

<https://www.eproc2.bihar.gov.in>

<https://state.bihar.gov.in/biharprd>

### Important Note

- Bids shall be submitted only through e-Procurement portal
- Corrigendum/addendum will be published on official websites
- The Department reserves the right to accept or reject any or all bids without assigning any reason

  
(Authorized Signatory)  
Panchayati Raj Department  
Government of Bihar

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar



**Government of Bihar**

**Panchayati Raj Department**

**पंचायती राज विभाग, बिहार, पटना**

**4th Floor, New Secretariat, Vikas Bhawan, Patna - 800015 Tel: 0612-2202229**

**Email: - [secy-panchayat-bih@nic.in](mailto:secy-panchayat-bih@nic.in), Website: [www. https://state.bihar.gov.in/biharprd](https://state.bihar.gov.in/biharprd)**

**Request for Proposal (RFP)**

**for**

**Selection of a Technical Agency for setting up a Project Monitoring Unit to Support Panchayati Raj Department, Government of Bihar**

**(Through e-Procurement Mode Only)**

**(<https://www.eproc2.bihar.gov.in>)**

**Tender Reference No : PRD/S-11/RFP/02/2025-26**

**Contact us:**

**Panchayati Raj Department,**

**New Secretariat, Vikas Bhawan, Bailey Road, Patna – 800015.**

**During office Hours from 09:30 A.M. to 6:00 P.M. (Monday to Friday)**

**Contact no: 0612-2202229 Email: [secy-panchayat-bih@nic.in](mailto:secy-panchayat-bih@nic.in)**

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**Glossary**

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Effective Date	As defined in Clause 2.1 of Schedule-2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LoA	Letter of Award
Official Website	As defined in Clause 1.9.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(o) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.9

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project  
Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Panchayati Raj Department, Government of Bihar (hereinafter referred to as the "Authority") or any of its employees or advisers, is provided to Applicants 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 Authority to the prospective Applicants 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 Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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 Applicant 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 Applicants 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

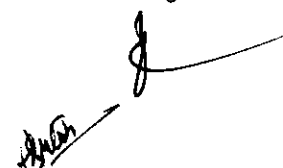
The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant 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 Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be a stylized 'J' followed by a long horizontal line, and the initials 'AB' are written below it.

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. Panchayati Raj Department, Government of Bihar wishes to engage services of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar. The PMU will be a technical & managerial support unit to the Bihar Panchayati Raj Department to plan, roll-out, monitor and strengthen reforms and programmes implemented through Panchayati Raj Institutions.

### 1.2. Request for Proposals

The Authority invites proposals (the "Proposals") for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar Hiring (hereinafter referred to as the "Consultant").

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

### 1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment by sending written queries to the Authority and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

### 1.4. Download of RFP Document

The RFP document can be downloaded from the <https://www.eproc2.bihar.gov.in> and <https://state.bihar.gov.in/biharprd> for submission of the bid.

### 1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (one hundred eighty days) days from the Proposal Due Date (the "PDD"). The Applicant shall furnish as part of its Proposal, a bid security as per Clause 2.20.

### 1.6. Brief description of the Selection Process

The Authority has adopted a Single bid two-stage selection process (Part 1: Technical Proposal and Part 2: Financial Proposal) (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted on <https://www.eproc2.bihar.gov.in>. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

### 1.7. Currency of payment

- 1.7.1. All payments shall be made in Indian Rupees. Schedule of Selection Process.

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

Bid Details:- The Authority would endeavour to adhere to the following schedule:

Publishing of RFP	30/04/2026
Last Date for receiving pre-bid queries for the Pre-Bid meeting through email	08/05/2026 at 10 AM... Email: <a href="mailto:secy-panchayat-bih@nic.in">secy-panchayat-bih@nic.in</a> and <a href="mailto:imis.biharpanchayatiraj@gmail.com">imis.biharpanchayatiraj@gmail.com</a>
Pre-Proposal Conference (via Online mode)	15/05/2026 at 3 PM
Response to Pre-bid meeting queries	22/05/2026
Last Date of Submission of Bid	29/05/2026 at 11:30 AM
Opening of Technical Bid	01/06/2026 at 3:00 PM
Tender Processing Fee	INR 590/- (non-refundable) inclusive of all taxes through e-payment mode i.e. NEFT/RTGS/ Credit Card/ Debit Card on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
Earnest Money Deposit (EMD)	INR 10,00,000/- (INR Ten Lakhs Only)
EMD Validity Period.	180 Days from the date of Bid Submission.
EMD Submission as per Bank Guarantee, Annex- 4	In favour of <b>Secretary, Panchayati Raj Department, Government of Bihar</b> Payable at Patna on or before <b>29/05/2026 at 11:30 AM</b> . For further details you may contact Mr. Ashutosh Kumar, Project Lead (+91-9473073792)
Opening of Financial Bid	To be intimated to technically qualified Bidders
Issue of LOA	To be intimated to Selected Bidders
Execution of Consultancy Contract	To be intimated to Selected Bidders

**1.8. Pre-Proposal Conference**

The Pre-Proposal Conference shall be conducted via online mode. The date, time and venue of the Pre-Proposal Conference shall be:

Date: 15/05/2026

Time: 3 PM

The weblink for the online mode shall be communicated on the Department's website.

**1.9. Communications**

1.9.1. All communications including the submission of Proposal should be addressed to:

Name and Designation:

Phone: **0612-2202229 /9473073792**

Email: [secy-panchayat-bih@nic.in](mailto:secy-panchayat-bih@nic.in) and [imis.biharpanchayatiraj@gmail.com](mailto:imis.biharpanchayatiraj@gmail.com)

1.9.2. The Official Website to access tender documents is:

<https://www.eproc2.bihar.gov.in> and <https://state.bihar.gov.in/biharprd>

Note: Please open the above website to access all the posted and uploaded documents related to this RFP.

1.9.3. All communications, including the email, should contain the following information in the subject line or to be marked at the top in bold letters:

RFP Notice No. PRD/S-11/RFP/02/2025-26

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") in response to this invitation which is also termed as (the "Applicant" or the "Bidder"). The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal in the form and manner specified in the Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4. Key Personnel

The Consultancy Team shall consist of the following key personnel (the "Key Personnel"):

#	Positions	Requirement
1.	Team Leader cum Rural Development Expert	1
2.	Local Self-Governance Expert	1
3.	Infrastructure Expert	1
4.	Finance Expert	1
5.	Procurement Expert	1
6.	IT Expert	1
7.	Support Staff	1

#### 2.2. Conditions of Eligibility of Applicants

- 2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

#	Conditions of Eligibility	Documents in support of Eligibility Criteria
1.	The bidder shall be an organization registered under the Indian Companies Act, 1956/2013 or	a. Certificate of incorporation or Partnership deed or firm registration

**Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar**

	a Partnership Firm registered under the Indian Partnership Act, 1932/ a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 and operational in India for the last 10 years from the date of issue of the RFP.	b. GSTN copy c. Copy of PAN
2.	The bidder should have a minimum average annual turnover of INR 500.00 Crore from consultancy in the last 3 financial years (FY 22-23, 23-24 & 24-25).	Average annual turnover certificate signed by the Statutory Auditor for the year 2022-23, 2023-24 & 2024-25
3.	The bidder should have positive Net Worth as on bid submission date	Net Worth Certificate from the Statutory Auditor
4.	The bidder must have Completed / Ongoing at least three projects in India in the capacity of Project Management Unit with Central/ State Govt. Agencies or Undertaking or its agencies with each order value of more than INR 1.00 crore during last five years.	Copies of Work Order / LOI / LOA / Contract Agreement document / Completion Certificate.
5.	The Bidder must have experience of at least two Consultancy of Strategy/ Policy project in Rural Development/Panchayati Raj/ Animal Husbandry Sector with any Government Agencies / Multilateral agencies with order value of more than INR 1 Cr during last five years.	Copies of Work Order / LOI / LOA / Contract Agreement document / Completion Certificate/MOU
6.	The bidder should not have been blacklisted or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on proposal due date.	Self-Declaration Certificate that the Bidder is not blacklisted. (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head)
7.	A power of attorney in the name of the person signing the bid.	Original Power of Attorney, notarized on Rs.1000/- Stamp paper
8.	Bid Security of INR 10 lakh	"Earnest Money Deposit (EMD) to be paid through manual mode (BG) duly issued by any nationalized bank. The original hard copy of EMD i.e. BG that should be submitted in the tendering authority office before the bid-submission deadline in favour of <b>Secretary, Panchayati Raj Department, Govt. of Bihar and payable at Patna.</b>

2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Financial Capacity:** Average minimum turnover of **INR 500.00 Crore during the three financial years i.e. 2022-23, 2023-24 & 2024-25**

For the purposes of this RFP, the term "Turnover" shall mean:

*Handwritten signature*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

*"The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the entity during a Financial Year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments."*

- (B) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (C) below.
- (C) **Conditions of Eligibility for Key Personnel:** Team member having educational qualification from NIRF ranked Institutions is desirable. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sr No	Position	Qualification	Number	Person-Month Input
1.	Team Leader cum Rural Development Expert	Masters in Rural Management/ MSW/MBA /PGDRM or equivalent with at least 10 years of experience	1	24 month
2.	Local Self-Governance Expert	Masters in Rural Management/Sociology/MSW/MBA/PGDRM or equivalent with at least 6 years of experience	1	24 month
3.	Infrastructure Expert	BE/B Tech (Civil) with at least 10 years of experience	1	24 month
4.	Finance Expert	CA/MBA(Finance) with at least 6 Years of experience in handling Government Department's Accounting processes and compliances	1	24 month
5.	Procurement Expert	BE/B Tech (Civil)/MBA with at least 6 years of experience	1	24 month
6.	IT Expert	BE/B Tech (Computer Science)/MBA(IT) or equivalent with at least 6 years of experience	1	24 month
7.	Support Staff	MBA/ Rural Management/ MSW with 1-3 years of experience	1	24 month

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>5</sup> stating its total revenues from professional fees for the financial years 2022-23, 2023-24 & 2024-25. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4. The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

<sup>5</sup> No separate annual financial statements should be submitted.

*Arora*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

- 2.2.5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

**2.3. Conflict of Interest**

- 2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - (a) the Applicant (the "Member") or Associate (or any constituent thereof) and any other Applicant, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

- intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
  - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
  - (f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (g) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (g), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

**2.4. Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

**2.5. Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**2.6. Verification of information**

Applicants are encouraged to submit their respective Proposals after understanding scope of work, applicable Laws and regulations or any other matter considered relevant by them.

*Q&A*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**2.7. Acknowledgement by Applicant**

- 2.7.1. It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the Authority;
  - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
  - (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
  - (e) acknowledged that it does not have a Conflict of Interest; and
  - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

**2.8. Right to reject any or all Proposals**

- 2.8.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and with assigning reasons thereof.
- 2.8.2. Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
  - (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**B. DOCUMENTS**

**2.9. Contents of the RFP**

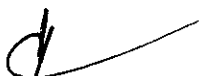
This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

**Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

**Schedules**

- 1 Terms of Reference



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

- 2 **Form of Agreement**  
Annex-1: Terms of Reference  
Annex-2: Particulars of Personnel  
Annex-3: Payment Schedule  
Annex-4: Bank Guarantee for Performance Security
- 3 **Guidance Note on Conflict of Interest**

**Appendices**

**Appendix-I: Technical Proposal**

- Form-1: Letter of Proposal
- Form-2: Particulars of the Applicant
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Applicant
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan
- Form-8: Abstract of Eligible Assignments of Applicant
- Form-9: Eligible Assignments of Applicant
- Form-10: Curriculum Vitae (CV) of Key Personnel
- Form 11: Bid Security

**Appendix-II: Financial Proposal**

- Form-1: Covering Letter
- Form-2: Financial Proposal (FIN Form-2, 3, 4)

**2.10. Clarifications**

2.10.1. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail on (Email id: [secy-panchayat-bih@nic.in](mailto:secy-panchayat-bih@nic.in) and [imis.biharpanchayatiraj@gmail.com](mailto:imis.biharpanchayatiraj@gmail.com)) so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The emails/ subject shall clearly bear the following identification:

**"Querles for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar"**

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be uploaded on <https://state.bihar.gov.in/biharprd>. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to:

1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...	.....	.....	.....	.....	.....

2.10.3. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**2.11. Amendment of RFP**

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.
- 2.11.2. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

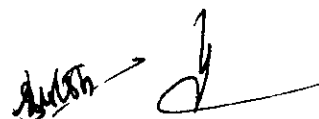
**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**2.12. Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**2.13. Format and signing of Proposal**

- 2.13.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2. The Applicant shall prepare one original set of the Proposal.
- 2.13.3. The Proposal, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:
  - (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation or a partnership firm; or
  - (d) by the Authorised Representative of the Applicant.A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.
- 2.13.4. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.



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**2.14. Technical Proposal**

- 2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- 2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is provided.
  - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories.
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws.
  - (d) CVs of all Professional Personnel have been included.
  - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (C) of the RFP.
  - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
  - (g) the CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant.
  - (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP.
  - (i) Professional Personnel proposed have good working knowledge of English language.
  - (j) no Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and
  - (k) the proposal is responsive in terms of Clause 2.22.3.
  - (l) Qualification certificate of core team (Educational qualification and Experience)
- 2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 2 (Two) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6. The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-10 of Appendix-I.
- 2.14.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15. Financial Proposal

- 2.15.1. Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel and other overheads. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The rate quoted in the financial proposal shall be expressed in INR.
  - (iii) The final quote shall be calculated for all Team Members.  
This lump sum amount should also include out of pocket expenses for travel (transportation, lodging etc.)

## 2.16. Submission of Proposal

- 2.16.1. The Applicants shall submit the Proposal online <https://state.bihar.gov.in/biharprd>. The tender is based on two bid system that is separate Technical and Financial bid. Submission letters for both Technical and Financial proposals should respectively be in the format of Appendix-I Form 1-11 and Appendix-II Form 1-2(FIN Form 2,3,4). The scanned copy of Bid security shall be uploaded along with Technical Bid. **The original Bid security as specified in the RFP document is to be submitted to <https://www.eproc2.bihar.gov.in> before the closing date and time of the online submission of the bid.** In case, original bid security is not submitted, the bid will be considered as not responsive.
- 2.16.2. An authorized representative of the consultant shall initial all pages of the original technical and financial proposals.
- 2.16.3. The authorization shall be in the form of a written Power of Attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked "ORIGINAL".
- 2.16.4. **The proposal submitted in online as given in clause 2.14.1 no later than the time and date indicated in the RFP document or any extension to the authority.**
- 2.16.5. Any proposal received by the authority after the deadline for submission shall be rejected.
- 2.16.6. The rates quoted shall be firm throughout the period of performance of the assignment and including acceptance of the Report by the Authority and discharge of all obligations of the Consultant under the Agreement.



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**2.17. Proposal Due Date**

- 2.17.1. Proposal should be uploaded at or before 11:30 hrs on the Proposal Due Date specified in Clause 1.8 as provided in Clause 1.10.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

**2.18. Late Proposals**

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

**2.19. Modification/ substitution/ withdrawal of Proposals**

- 2.19.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2.20. Bid Security**

- 2.20.1. The Applicant shall furnish as part of its Proposal, a bid security of **INR 10 Lakh**, the bid security may be accepted in the form of Bank Guarantee (including e- Bank Guarantee) from any of the Commercial Banks in an acceptable form safeguarding the purchaser's interest in favour of Secretary, Panchayati Raj Department, Govt. of Bihar (the "Bid Security"), returnable not later than 180 (one hundred eighty days) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive. The Bid Security submitted in Bank Guarantee shall be in format as prescribed in Form 11 of Appendix I.
- 2.20.3. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal.

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- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1.
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.


## 2.21. Performance Security

- 2.21.1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
  - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
  - (c) if the Selected Applicant commits a breach of the Agreement.
- 2.21.2. An amount equal to 6% (six per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions of GFR. **Bank Guarantee (including Bank Guarantee) from a Commercial bank in an acceptable form safeguarding the purchasers' interest in all respect within 14 days after issuance of Letter of Award. The Bid Security will be released to the successful bidder only after submission of performance guarantee.**

## EVALUATION PROCESS

### 2.22. Evaluation of Proposals

- 2.22.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 2.22.2. The authority shall constitute a technical evaluation committee for evaluation purposes.
- 2.22.3. Evaluation of Technical Proposals: TEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 2.22.4. The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the document. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the document for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Authority retains the right to ask any clarifications/information from the consultant during the evaluation process without change in the substance of the proposal. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Section 3.
- 2.22.5. The Authority shall open the Proposals at 3:00 PM on the Proposal Due Date, at the place specified in Clause 1.10.1 and in the presence of the Applicants who choose to attend.

*Antons* → 

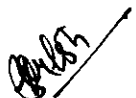
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- 2.22.6. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.7. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
  - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
  - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
  - (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
  - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
  - (f) it contains all the information (complete in all respects) as requested in the RFP;
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
- 2.22.8. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.9. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.10. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants will be listed. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.11. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.12. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

**2.23. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

**2.24. Clarifications**



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

- 2.24.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2. If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

#### **D. APPOINTMENT OF CONSULTANT**

##### **2.25. Negotiations**

- 2.25.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2. The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3. The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

##### **2.26. Substitution of Key Personnel**

- 2.26.1. Substitution will be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

##### **2.27. Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1(one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

##### **2.28. Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received in the stipulated date, unless it consents to extension of time for submission thereof, the Authority may appropriate the Bid Security and initiate penal action as decided

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

by the competent authority. The duration for the engagement of the Consultant shall be for a period of 24 months, Additional 12 months, shall be subject to satisfactory performance and approval of the department. The extension for an additional period of 12 months shall be considered only upon satisfactory performance of the agency during the initial contract period. Such performance shall be evaluated based on predefined Key Performance Indicators (KPIs), service quality, timely delivery of outputs, and overall compliance with contractual obligations. The extension shall be granted only after due review and with the approval of the competent authority.

**2.29. Execution of Agreement**


After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**2.30. Commencement of assignment**

The Consultant shall commence the Services at the Project location within maximum 30(Thirty) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein. If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the Letter of Award (LOA) as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the consultancy process, the bid security will be forfeited and other penal action will be initiated as decided by the competent authority.

**2.31. Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.



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**3. CRITERIA FOR EVALUATION**

**3.1. Evaluation of Technical Proposals**

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Scope of work, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S<sub>T</sub>).

3.1.2 The scoring criteria to be used for evaluation shall be as follows -

S. No.	Criteria	Marks
1	Bidder's Competence	80
2	Approach & Methodology and Presentation	20
	<b>Total</b>	<b>100</b>

Technical Evaluation Criteria			Score (100)
<b>Bidder's Competence</b>			
1	Turnover of the firm  Average turnover of the firm in FY 2022-23, 2023-24 and 2024-25.  (Audited balance sheet/ Turnover certificate)	INR 500 Cr – INR 600 Cr – 5 marks >INR 600 Cr – INR 700 Cr – 8 marks More than INR 700 CR – 10 marks	10
2	PMU experience in Rural Development/Panchayati Raj/ agriculture/ animal husbandry/ fisheries sector in last three years  (Work Order / LoA / Contract Agreement)	3 marks per project maximum three projects	9
3	Experience of undertaking Transaction Advisory projects in Rural Development/ agriculture/ horticulture/ Animal husbandry/ livestock development/ fisheries and related sectors.  (Work Order / LoA / Contract Agreement / similar should be furnished highlighting the engagement value)	4 marks per project maximum three projects	12
4	The bidder should have experience of undertaking PMUs at the state/central level.	3 marks per project maximum three projects	9
5	Evaluation of CVs of proposed team  50% weightage on meeting educational qualification  50% weightage on relevance of experience	<ul style="list-style-type: none"> <li>• Team Leader cum Rural Development Expert - 12 marks</li> <li>• Local Self-Governance Expert -6 marks</li> <li>• Infrastructure Expert -6 marks</li> <li>• Finance Expert -6 marks</li> <li>• Procurement Expert - 6marks</li> <li>• IT Expert -4 marks</li> </ul>	40

**Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar**

<b>Approach and Methodology</b>		
<b>1</b>	Demonstration/ Presentation by the bidder: Understanding proposed methodology and work plan. (The date and time of Presentation will be informed later)	Following parameters will be evaluated: • Presentation of Approach & Methodology for implementation along with case study or national level program as mentioned in A&M.
		20

Each Technical Bid will be assigned a technical score (T<sub>b</sub>) out of a maximum of 100 points. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial process. The Technical score would be normalized on a scale of 100, with highest score being normalized to 100.

Such normalized scores would be considered for the purpose of QCBS based valuation as explained.

The individual bidder's technical scores will be normalized as per the formula below:

**T<sub>n</sub> = T<sub>b</sub>/T<sub>max</sub>\*100**, (rounded off to 2 decimal places) Where,

# T<sub>n</sub>= normalized technical score for the bidder under consideration.

# T<sub>b</sub>= absolute technical score for the bidder under consideration

# T<sub>max</sub>= maximum absolute technical score obtained by any bidder Minimum absolute technical score to qualify for technical evaluation is 60.

### **3.2. Short-listing of Applicants**

Bidders will be shortlisted based on the technical scored above 60 marks. Those bidders who qualify in technical only their financial bids shall be opened.

### **3.3. Evaluation of Financial Proposal**

**3.3.1** In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S<sub>F</sub>).

**3.3.2** For financial evaluation, the total cost indicated in the Financial Proposal shall be only considered.

**3.3.3** The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Agreement within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F<sub>M</sub>) will be given a financial score (S<sub>F</sub>) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### **3.4. Combined and final evaluation**

**3.4.1** The evaluation of the bids shall be based on Quality and Cost Based Selection (QCBS) with technical qualifications having a weightage of 80 percent of the total score and the financial qualifications having a weightage of 20 percent of the total score. Proposals will finally be ranked according to their combined score (S) derived from technical (S<sub>T</sub>) and financial (S<sub>F</sub>) scores as follows:

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

Where S is the combined score, and T<sub>w</sub> and F<sub>w</sub> are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

A handwritten signature in blue ink is written over a circular stamp. The stamp contains the word 'Bihar' in a stylized font. The signature is a large, fluid cursive mark.

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

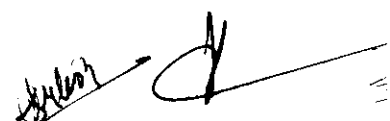
- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score S). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

**3.5. Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
  - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
  - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; a(c)
  - (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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**5. PRE-PROPOSAL CONFERENCE**

- 5.1. Pre-Proposal Conference via video conference as well as online mode shall be convened at the designated date and time. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**6. MISCELLANEOUS**

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

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

## SCHEDULES

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

SCHEDULE-1

**TERMS OF REFERENCE (TOR)**

**ABOUT DEPARTMENT**

The Bihar Panchayati Raj Department is responsible for **strengthening and overseeing rural local self-government** by ensuring that elected Panchayats function effectively and in accordance with law. The department ensures that **rural local bodies are supported, guided, legally compliant, and aligned with state policies** for village development. Its key roles include:

1. **Implementation and supervision** of the Bihar Panchayati Raj Act and Panchayati Raj system in the state.
2. **Ensuring Panchayats exercise their powers properly** and don't misuse them.
3. **Support for capacity building**, training, and administration of Panchayati Raj Institutions (Gram Panchayats, Panchayat Samitis/Block Panchayats, Zila Parishads/District Councils).
4. **Monitoring rural development and governance functions** that PRIs deliver at the grassroots.

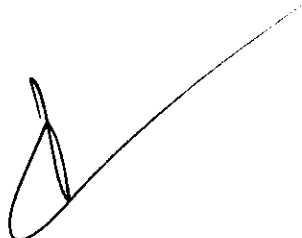

The department enables and administers the **Panchayati Raj Institutions (PRIs)**, which perform many development and governance functions locally under law:

1. **Administrative & Governance Functions:** Supporting elections, record-keeping, and procedural compliance and monitoring that Panchayat decisions are implemented and lawful.
2. **Development & Implementation:** Through Panchayats, the department supports delivery and monitoring of rural development programs such as drinking water, sanitation, rural infrastructure, primary education, health facilities, poverty alleviation and community development interventions.
3. **Supervision and Support:** Training and capacity building of elected PRI representatives, liaison with other departments for scheme implementation through Panchayats and financial oversight and reporting systems for local bodies

**Project Monitoring Unit**

**A. Purpose**

The PMU will be a **technical & managerial support unit** to the Bihar Panchayati Raj Department to plan, roll-out, monitor and strengthen reforms and programmes implemented through Panchayati Raj Institutions.



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**B. Scope of Work**

The PMU will support GPs in preparing bankable projects, sourcing credit, and facilitating in Project Structuring, opting for feasible procurement model or Public-Private Partnership (PPP) or Hybrid Annuity Model. Additionally, the PMU will also serve as advisory unit for enabling GPs in identifying, preparation, structuring, planning designing, implementation (procurement) of the projects, ensuring that the projects are efficiently executed and provide long-term financial sustainability for the selected GPs. The primary objective of the Department through this initiative is to empower selected GPs to utilise and increase their resource by implementing bankable projects. The PMU will focus on below described major outputs:

**1. Project planning & design:**

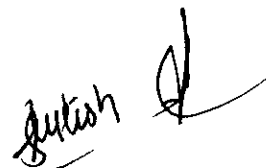
- 1.1. Prepare concept note for new projects in consultation with the Department
- 1.2. Develop Strategy/plan for implementation of new and current projects.
- 1.3. Prepare annual project implementation plan (PIP) for projects of Panchayati Raj Department, Government of Bihar
- 1.4. Co-ordinate with Central Government for various scheme implementation in the state
- 1.5. Prepare bankable projects (wherever possible) and prepare preliminary feasibility report for projects
- 1.6. Prepare block cost estimates for identified projects.
- 1.7. Prepare financial feasibility reports for projects
- 1.8. Prepare approval notes for the department.

**2. Procurement Support**

- 2.1. Prepare EOI/Tender/Bid/RFP documents for Projects. Assist the Department in hiring of engineering consultants (for DPR preparation, survey work, PMC consultants, Third party Inspection agency).
- 2.2. Assist the Department in conducting the bid process management including conducting pre-bid meetings, preparation of queries of bids, prepare corrigendum/addendum.
- 2.3. Assist the Department in bid evaluation and preparation of bid evaluation report.
- 2.4. Assist the Department in contract negotiations and bid agreement preparation and contract signing.

**3. Contract and Stakeholder Management support:**

- 3.1. Responsible for daily coordination with districts/blocks, other departments, agencies and donors.
- 3.2. Monitor/supervise the contractors and other engineering consultants for various consultancy works of the Department.
- 3.3. Co-ordinate with Government of India for various schemes and assist the Department in its implementation
- 3.4. Co-ordinate with various multilateral/bilateral agencies for implementation support of the projects.



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4. **Digital & MIS:**
  - 4.1. Assist the Department in implementation of digital initiatives of the Department by providing procurement and monitoring support.
  - 4.2. Support in hiring of agencies for development of dashboard for the state Government for project monitoring through an IT vendor.
5. **Support on accessing financial resources/ Credit Facilitation and Financial Partnerships:**

Assist Gram Panchayats in accessing financial resources from diverse sources, including NABARD, Commercial Banks and other funding agencies. The activities within this task will be:

  - 5.1. Facilitate credit identification sources to Gram Panchayats in project execution, operation, and maintenance.
  - 5.2. Assist Gram Panchayats in accessing financial institutions and credit agencies to secure funding for infrastructure and revenue generation projects.
  - 5.3. Support the GPs to develop innovative financing models (like rural bonds based on Pooled financing, Asset monetization, Value Capture Instruments & PPP etc.,) and help in identifying various funding sources.
  - 5.4. Facilitate trainings and sharing of use cases on for project budgeting, revenue and expenditure, financial planning, financial integration and accountability matrices.
6. **Post Transaction Monitoring and Scheme Reporting:**
  - 6.1. Establish key performance indicators (KPIs) to monitor progress, assess outcomes, and prepare consolidated reports on program performance which includes progress, financial disbursement, and program performance. for key stakeholders.
  - 6.2. Prepare regular monitoring reports and outcome assessments to measure the impact of each project, facilitating iterative improvements and knowledge sharing.
  - 6.3. Tracking and documenting the progress and outcomes of projects, producing regular reports, financial disbursement and management and advising the government on scaling program activities for subsequent rollout phases
7. **Coordination for Knowledge and Best Practices Sharing:**
  - 7.1. Foster communication and knowledge-sharing platforms for GPs, enabling peer learning and sharing of best practices across regions.
  - 7.2. The PMU will also document successful models and advise on scaling best practices among Gram Panchayats/Blocks.
  - 7.3. Enable access to various platforms for peer learning and best practice exchange among Gram Panchayats /Blocks.

*Final*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

SCHEDULE-2  
(See Clause 2.1.3)

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- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in Services

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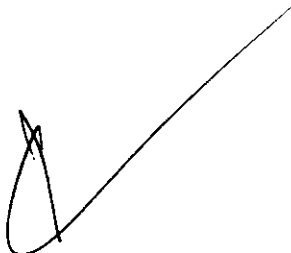

- 8.1 Good Faith
- 8.2 Operation of the Agreement

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**AGREEMENT**

This AGREEMENT (hereinafter called the "**Agreement**") is made on the ..... day of the month of ..... 2026 between, on the one hand, the ..... (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for **Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar** (hereinafter called the "**Consultant**") for **setting up a Project Monitoring Unit** (hereinafter called the "**Project**");
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the "**LOA**"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. GENERAL**

**1.1 Definitions and Interpretation**

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
  - (a) "**Additional Costs**" shall have the meaning set forth in Clause 6.1.2;
  - (b) "**Agreement**" means this Agreement, together with all the Annexes;
  - (c) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
  - (d) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (e) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
  - (f) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
  - (g) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
  - (h) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
  - (i) "**Expatriate Personnel**" means such persons who at the time of being so hired had their domicile outside India;
  - (j) "**Government**" means the Government of India;



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- (k) "INR, Re. or Rs." means Indian Rupees;
- (l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (o) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) "Third Party" means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP and corrigendum; and
- (d) Letter of Award.

**1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

**1.3 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Bihar in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.



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**1.4 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English and/ or Hindi language.

**1.5 Intentionally left blank.**

**1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

**1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8 Location**


The Services shall be performed in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**1.9 Authority of Member-in-charge**

Not Applicable.

**1.10 Authorised Representatives**

- 1.10.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.



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- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

The consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: Goods and Service Tax (GST), Income Tax, duties, fees, levies) on amounts payable by the Authority under the Contract. All such taxes must be included by the consultant in the financial proposal.

Total Cost of Financial Proposal will be taken into consideration. This will cover costs/expenses of the Bidder for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the personnel, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses. Further, the Total Cost of Financial Proposal shall be inclusive of all expenses and taxes, excluding GST. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. The GST shall be stated clearly. All payments shall be subjected to deduction of taxes at source as per applicable Laws. \*Goods and Services Tax (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

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**2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

**2.3 Expiry of Agreement**

Unless terminated earlier pursuant to 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 180 (one hundred eighty days) days after the delivery of the final deliverable to the Authority; and (ii) the expiry man days of service from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

**2.4 Entire Agreement**

2.4.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.4.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

**2.5 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.6 Force Majeure**

**2.6.1 Definition**

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.6.2 No breach of Agreement**



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The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.6.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

**2.6.4 Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.6.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**2.6.6 Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.7 Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

**2.8 Termination of Agreement**

**2.8.1 By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:



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- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

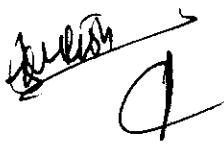
2.8.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue.
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clause 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.



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2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant 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. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3. OBLIGATIONS OF THE CONSULTANT**

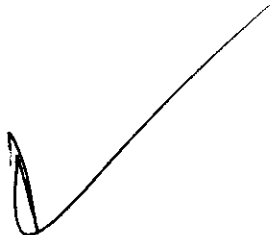
**3.1 General**

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annexure-I of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.



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3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

**3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause. 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.4 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.5 Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.



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3.2.6 For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

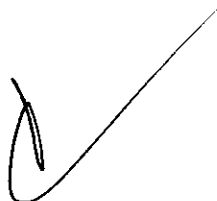
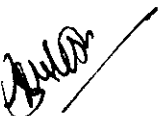
- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant and the Personnel of either of them.
- (ii) was obtained from a third party with no known duty to maintain its confidentiality.



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- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

**3.4 Liability of the Consultant**

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that the Authority & its affiliates may not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated. The Authority shall make any claim or bring proceedings only against the Consultant. 3.4.4 If Consultant is liable to Authority (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, Consultant's liability to Authority shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Consultant's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 3.4.5 Authority shall make any claim relating to the Services or otherwise under this Agreement no later than two years after discovery of the cause of action in relation to such claim.
- 3.4.6 The limitations specified as above will not apply to losses or damages caused by Consultant's fraud or to the extent prohibited by applicable law or professional regulations.
- 3.4.7 Authority may not make a claim or bring proceedings relating to the services or otherwise under this Agreement against any of Consultant's.

**3.5 Intentionally left blank**

**3.6 Accounting, inspection and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

**3.7 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract is not allowed; or
- (c) any other action that is specified in this Agreement.

**3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

**3.9 Documents prepared by the Consultant to be property of the Authority**

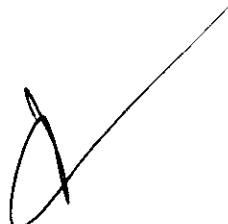
3.9.1 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment



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and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

**3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

**3.12. Intentionally Left Blank**

**4. CONSULTANT'S PERSONNEL**

**4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

**4.2 Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.2.2 Intentionally left blank.

**4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

**4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority shall consider substitution of Key Personnel under circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be subjected to equally or better qualified and experienced personnel.

**5. OBLIGATIONS OF THE AUTHORITY**

**5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant, or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.



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**5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

**5.3 Change In Applicable Law**

- If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by Consultant in performing the Services. The remuneration and reimbursable expenses otherwise payable to Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.
- All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to Consultant, shall be borne by the Authority.
- In consideration of the Services performed by Consultant under this Agreement, Authority shall make to Consultant such payments and in such manner as is provided in this Agreement.
- Authority is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.
- Authority shall provide (or cause others to provide) to Consultant, the information and assistance (including access to records, premises and people) that Consultant reasonably requires to perform the Services.
- To the best of Authority's knowledge, all information provided by Authority or on its behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to Consultant will not infringe any copyright or other third-party rights.

**5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

**6. PAYMENT TO THE CONSULTANT**

**6.1 Cost estimates and Agreement Value**

- 6.1.2 Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....), which does not include the Additional Costs specified in Annex-5 (the "Additional Costs").
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.5 and 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2



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above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of payment**

All payments shall be made in Indian Rupees. In case the payment is to be made in currency other than that of Indian Rupees, the same shall be mentioned instead of Indian Rupees.

**6.3 Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows :-

- (a) Payment will be made in equal monthly instalments for all the 24 months. At the last day of every month, submission of Monthly Progress Report (MPR) and monthly invoice, for which the payment will be done in next 15 days after the submission of MPR and monthly invoice.
- (b) The Authority shall cause the payment due to the Consultant to be made within 15 (fifteen) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").
- (c) If the deliverables submitted by the consultant are not acceptable to the authority, reasons for such non-acceptance should be recorded in writing, the authority shall not release the payment due to the consultant. This is without prejudicing the authority right to levy any liquidated damages under clause 7. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the authority.
- (d) All payments under this Contract shall be made to the accounts of the Consultant.
- (e) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

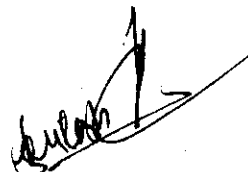
(i) Assessment should be made about work done from the previous month, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

**7. LIQUIDATED DAMAGES AND PENALTIES**

**7.1 Performance Security**

- 7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 3% (three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 1 (one) months after the expiry of this Agreement pursuant to



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

Clause 2.3 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

**7.2 Liquidated Damages**

**7.2.1 Liquidated Damages for error/ variation**

The parties hereby agree that due to negligence of act of any party, if the other party suffer losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified.

The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule in the clause 6.3, the Consultant shall be liable to pay 0.05% of the total cost of the services for delay of each week or part thereof.

**7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant 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 Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

**8. FAIRNESS AND GOOD FAITH**

**8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

**8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 09 hereof.

**9. SETTLEMENT OF DISPUTES**

**9.1 Amicable settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

Matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause 9.4 shall become applicable.

**9.2 Dispute resolution**


- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [ ] and the Authorised signatory or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

**9.4 Arbitration**

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be at Patna, Bihar, the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.



Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Consultant:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Authority

(Signature)  
(Name)  
(Designation)  
(Address)

2.

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Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**ANNEX-1: TERMS OF REFERENCE**  
(Refer Clause 3.1.2)

Same as Schedule- 1 of RFP

A handwritten signature in black ink, appearing to be 'Anil K. Singh', is written in the bottom right corner of the page.

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

Annex-2: **Particulars of Personnel**  
(Refer Clause 4.2)

S.N	Expert	Requirement	Particulars submitted
1.			
2.			
3.			
4.			
5.			

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*Handwritten signature*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

**ANNEX-3: INTENTIONALLY LEFT BLANK**

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**ANNEX- 4: BANK GUARANTEE FOR PERFORMANCE  
SECURITY**

(Refer Clause 7.1.2)

To

[.....]  
acting through

.....  
.....  
.....

In consideration of ..... acting on behalf of the (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Authority for performance of the said Agreement.

We, ..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by

*Delish*

Request for Proposal (RFP) for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

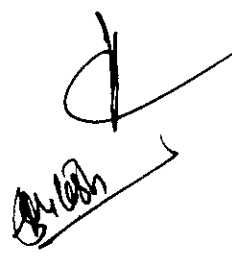
Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

A handwritten signature in black ink is written over a rectangular stamp. The signature is stylized and appears to be 'B. K. Singh'. The stamp is mostly illegible but seems to contain some text and possibly a date or reference number.


**SCHEDULE-3**  
(See Clause 2.3.3)

**GUIDANCE NOTE ON CONFLICT OF INTEREST**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
    - (ii) potential consultant should not have defined the project when earlier working for the Authority;
    - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
    - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Handwritten signature and scribble in the bottom right corner of the page.

**APPENDICES**

James

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APPENDIX-I  
(See Clause 2.1.3)  
**TECHNICAL PROPOSAL**  
Form-1  
**Letter of Proposal**  
(On Applicant's letter head)

(Date and Reference)

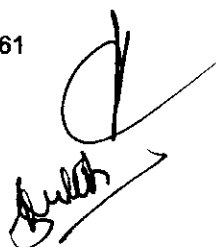
To,

.....  
.....  
.....

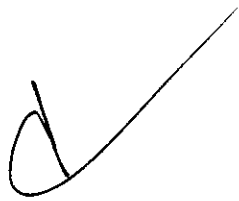

Sub: Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar

Dear Sir,

1. With reference to your RFP document dated XX/XX/2026, I/we, having examined the Bidding Documents and understood their contents, hereby submits my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the subject bid, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Management Consultancy of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last 2 (Two) years, we or our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - b) I do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP;
  - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We believe that we satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP;



9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
10. I/We believe that we satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
11. I/We declare that we are not disqualified or debarred from participating in this Bidding Process as on date of submission.
12. I/ We certify that in regard to matters other than security and integrity of the country, I/ we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we or any of our Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid as per format provided at Annexure C and D respectively of the RFP, are also enclosed.
17. We acknowledge we are qualified on the basis of Technical Capacity and Financial Capacity.
18. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Consultant under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
19. I/We understand that the Selected Bidder shall be an existing Company incorporated under Companies Act, 1956/2013 or Partnership firm or Limited liability Partnership firm as per eligibility criteria.
20. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
21. In the event of my being declared as the Selected Bidder, I/We agree to enter into Contract in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract, We shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.



23. I/The Contract Price has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs and all the conditions that may affect the Contract Price and implementation of the Project.
24. The Bid Security in accordance with this RFP is submitted.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project/ contract is not awarded to us or our Bid is not opened.
26. I/We have read the clause regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to contractors from such countries under the proviso to Clause 2.2.1(b) of the RFP; I/We certify that this Bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered. This shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Letter Comprising the Bid, in order to demonstrate compliance with Clause 2.2.1 (b) of the RFP.
27. I/We agree and undertake to abide by all the terms and conditions of the RFP.

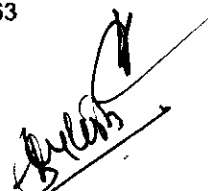
In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

Place:

(Signature of the Authorized signatory)  
(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

A handwritten signature in black ink is written over a rectangular stamp. The signature is stylized and appears to be 'S. K. Singh'. The stamp is mostly illegible but seems to contain some text and a date.

APPENDIX-I

Form-2

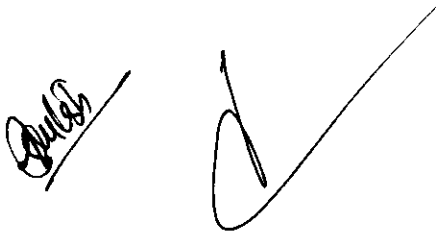
**Particulars of the Applicant**

1.
  - a) Name<sup>1</sup>:
  - b) Country of incorporation:
  - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
  - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Name of Bidder

No.	Criteria	Yes	No
1.	Has the Bidder/its Associate been barred by the {Central/State} Authority, or any other government institution in India, from participating in any project in the last 2(Two) years?.		
3.	Has the Bidder/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 2(Two) years?		

(Signature of the Authorized signatory)  
(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

<sup>1</sup>Relevant documents/ chartered documents/ constitutional documents related to incorporation and nature of the company must be attached along with this as mentioned in Clause 2.2.1 (b)



APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

.....

.....

.....

Dear Sir,

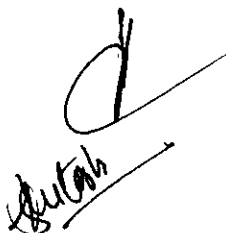
**Sub: RFP for Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar,**

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of .....



APPENDIX-I

Form-4  
Power of Attorney

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

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- ♦ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- ♦ Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- ♦ For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form-5  
**Financial Capacity of the Applicant**  
(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs.)
1.	2022-23	
2.	2023-24	
3.	2024-25	

**Certificate from the Statutory Auditor<sup>§</sup>**

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

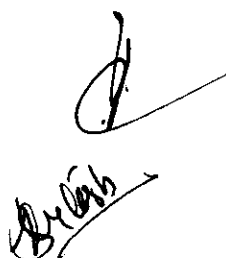
Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant. The same shall be accompanied with the audited financial statements.



APPENDIX-I

Form-6  
Particulars of Key Personnel

Refer Form 10 of Appendix I Experience of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments <sup>1</sup>
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
.....							

APPENDIX-I

Form-7

**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. **Understanding of TOR (not more than Ten pages)**  
The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
2. **Methodology and Work Plan (not more than Twenty pages)**  
The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note:** Marks will be deducted for writing lengthy and out of context responses.

A handwritten signature in black ink, appearing to be 'S. K. Singh', written over a horizontal line.

APPENDIX-I

Form-8  
**Abstract of Eligible Assignments of the Applicant**  
(Refer Clause 3.1.2)

S. No	Name of Eligible assignment/Project	Name of client	Reference No.	Page
1				
2				
3				
4				

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of .....



APPENDIX-I

Form-9  
**Eligible Assignments of Applicant**  
 (Refer Clause 3.1.2)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Description of services performed by the Applicant Firm:	
4.	Name of client and Address: (indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Estimated cost of the Project (in Rs lakh):	
7.	Payment received by the Applicant (in Rs. lakh):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
		(Signature and name of Applicant)

**Notes:**

1. Use separate sheet for each Eligible Project and attach supporting documents as specified in.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.



APPENDIX-I

Form-10  
**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications: Degree, Name of university, Year obtained
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  
    Name of project:  
    Client:  
    Year:  
    Location:  
    Position held:  
    Project description:  
    Activities performed:
  
8. Certification:
  - 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
  - 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

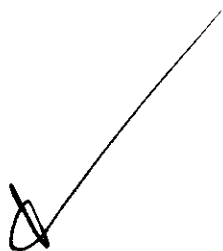
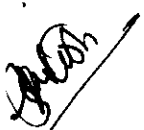
**(Signature and name of the Key Personnel)**

Place.....

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.



APPENDIX-I

Form-11

Bid Security

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the ----- (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... {a Company registered under the provisions of the Companies Act, 1956/2013 or Applicable Laws of the country of incorporation} and having its registered office at ..... (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the project related to the ..... (hereinafter referred to as the "**Project**") pursuant to the RFP Document dated \*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of Bank (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents ("**Guarantee**").

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

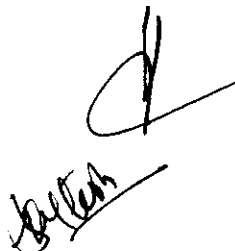
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to:

- a. keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
- b. sign the Letter of Award and/or the Service Agreement, within the specified time limit;
- c. furnish the Performance Security within the period prescribed in the Service Agreement;

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs XX Lakh/- (Rupees XX lakhs only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of one hundred and eighty (180) days from the Bid Due Date inclusive of a claim period of sixty (60) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid

Handwritten signature and a circular stamp, likely an official seal or verification mark, located at the bottom right of the page.

open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

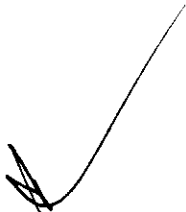
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have ofined from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the authorized Signatory)

(Official Seal)



APPENDIX-II  
**FINANCIAL PROPOSAL**  
Form-1  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Dear Sir,

Subject: **Selection of a Technical Agency for setting up a Project Monitoring Unit to support Panchayati Raj Department, Government of Bihar**

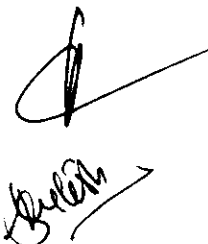
I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

A handwritten signature in black ink is located at the bottom right of the page. Below the signature is a circular stamp, also in black ink, which appears to contain some illegible text or a logo.

**APPENDIX-II**  
 (See Clause 2.1.3)  
Form-2  
**Financial Proposal**

Name of the agency	
Address of the agency	

	Particulars	Form		
1	Remuneration (Proposed Professionals)	Fin3		
2	Reimbursable expenses	Fin4		
3	GST @18%		0	

**Note:**

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. The evaluation will be done based on the Total in Rs. (In words) given in the form Appendix-II.

Authorized Signature

Name:.....  
 Designation.....  
 Name of Firm.....  
 Address:




**BREAKUP OF REMUNERATION**

(Information to be provided in this Form shall only be used to establish payments to the consultant for possible additional services requested by the Client)

(for details please refer to Note below)

Name of the agency	
Address of the agency	

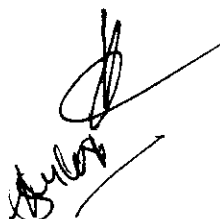
	Position	Requirement	Man Month Rate (Rs. 75,000)	Proposed Man Month	Cost
1	Team Leader cum Rural Development Expert	1		24	0
2	Local Self-Governance Expert	1		24	0
3	Infrastructure Expert	1		24	0
4	Finance Expert	1		24	0
5	Procurement Expert	1		24	0
6	IT Expert	1		24	0
7	Support Staff	1		24	0
<b>Total Remuneration for 24 months (Rs. 1800)</b>					

\*Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

Total remuneration=.....Amount in Rs.

Note:-

1. Professional staff should be indicated individually, Support staff should be indicated per category. Cost of Secretariat services. If any, will be the ones indicated in the form Fin-4
3. Indicate separately staff-month rate for each activity separately.



**BREAK UP OF REIMBURSABLE EXPENSES**  
(Clause no. 9, Ref no 9.6)

(Information to be provided in this form shall only be used to establish payment to the Consultant for possible additional services requested by the client)

Activity

No.....

Name:.....

Name of the agency	
Address of the agency	

No	Description	Amount	Total	Remarks
1	Travel expense flights/train		0	
2	Miscellaneous travel expenses			
3	Subsistence allowance			
4	Local transportation costs			
5	Office rent/accommodation/clerical assistance			
6	Other expenses			

Total reimbursable : = ..... Total amount in Rs.  
Amount in words

\*\*\*\*\*

*Author*