



BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED
(A Govt. of Bihar Undertaking)

REQUEST FOR PROPOSAL (RFP)
for
CONSULTANCY SERVICES
of
TRANSACTION ADVISER
for

Vishwamitra Path (Buxar – Ara – Maner Ganga Path- 90 Km),
Ganga-Ambika Path (Bidupur – Dighwara Northern Ganga Path-
56 Km) and Narayani Path (Darihara (Konhaua) – Dumaria Ghat
(Gopalganj) Path- 73.51 Km)

REGISTERED OFFICE

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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
Authority	As defined in Clause 1.1.1
Bid Documents	As defined in Clause 1.2
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Deliverables	As defined in Clause 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Financial Expert	As specified in Clause 2.1.4
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
Lead Member	As defined in Clause 2.1.1
MCA	As defined in Clause 1.1.3
Member	As defined in Clause 2.3.3 (a)

Official Website	As defined in Clause 1.11.2
PPP	Public Private Partnership
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposals	As defined in Clause 1.2
Bid Due Date or BDD	As defined in Clause 1.5
RFP	As defined in Disclaimer
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
Revenue Model	As defined in Clause 1.2
Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 8, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3

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.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided by or on behalf of the Authority by any of its employees or advisers, [whether verbally or in documentary or any other form] 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 may be on a wide range of matters, some of which may depend 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 anyway 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.

1. INTRODUCTION

1.1 Background

- 1.1.1 Bihar State Road Development Corporation Limited (BSRDCL) is in the process of rapid development of physical and social infrastructure on Public-Private Partnership (PPP) framework in Bihar and to attract private sector participation in designing, financing, construction, operation and Maintenance of infrastructure Project in the State.

As a part of this endeavor, Road Construction Department, Govt. of Bihar has entrusted Bihar State Road Development Corporation Ltd. (BSRDCL) with development of the following projects (The 'Projects')

1. Vishwamitra Path (Buxar – Ara – Maner Ganga Path – 90 Km*)
2. Ganga-Ambika Path (Bidupur– Dighwara Northern Ganga Path - 56 Km*)
3. Narayani Path (Darihara (Konhaua)–Dumaria Ghat (Gopalganj) Path- 73.51 Km*)

through PPP on Design, Build, Finance, Operate and Transfer (the 'DBFOT') basis.

[*The lengths are indicative and likely to be changed after preparation of PPR].

With a view to inviting bids for the Projects, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity (the "Concessionaire") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "Concession Agreement").

- 1.1.2 In pursuance of the above, the Authority has decided to carry out the process for selection of **Part-A: A Transaction Adviser** [a Financial Consultant, a Technical Consultant and a Legal Adviser] for preparing the Feasibility Report and bid documents who will prepare the Feasibility Report and will review the Draft Concession Agreement based on the Model Concession Agreement (the "MCA") for Public Private Partnership (PPP) in Highways read with the Manual of Standards and Specifications. The Transaction Adviser shall appraise the Project, develop a revenue model and project structure in accordance with the Terms of Reference specified at Schedule-1 (the "TOR") and assist the Authority in the bidding process. **Part-B: A Project Support Unit (PSU)** for timely implementation of the Project in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "Concession Agreement").

1.2 Request for Proposal

The purpose of this RFP is to invite proposals (the "Proposals") from interested firms or corporate bodies empaneled with **Department of Economic Affairs (DEA)**, Govt. of India representing a team of professionally qualified and experienced Financial, Technical and Legal Advisors (hereafter the "Consultancy") desirous to act as Transaction Advisor providing following services amongst others: -

- Interaction with the market or conduct of formal market surveys and study the feasibility of project with Public Private Partnership (In short referred to as PPP) to confirm decisions on scope, timing and packaging of the transactions leading to successful completion of the projects.

- Preparation of bid documents including but not limited to the Request for Qualification and the Contract for Services including drafting, vetting, finalizing documents and Agreements etc.
- Support to communication with the market and interaction with the market, including managing and responding to requests for clarification
- Monitoring and advice on tendered performance against any conditions in tender and to ensure prior information against any financial loss likely to be caused to the authority.
- Management of other advisory inputs and overall management of the transaction team, to ensure a successful conclusion.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in **Clause 1.8**.

1.4 Sale of RFP Document

RFP document can be downloaded from BSRDCL official website www.bsrpcl.bih.nic.in or may be obtained from BSRDCL office with the cost of document, a non-refundable fee of **Rs. 11,800 (Rupees Eleven Thousand Eight Hundred Only)** payable online through the eProc2 online payment gateway at the time of submission of bid document.

Bid Security or Earnest Money Deposit (EMD)

Interested firms/companies are required to deposit along with their bid, a refundable Earnest Money, or Bid Security of **Rs.10,00,000/- (Rupees Ten Lakh only)** either online or through Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid till 28 days beyond the Bid validity period of 120 days. Bid Security in Original form (or, payment receipt of Bid Security in case of online payment) will have to be deposited along with Hard Bound Copy of Technical Proposal only in the office of Chief General Manager, Bihar State Road Development Corporation Ltd. Patna on or before the time and date specified above and mentioned per Cl. 1.8, failing which the Proposal will be rejected.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Bihar State Road Development Corporation Ltd any other right or remedy hereunder or in law or otherwise, Bid Security of the Applicant shall be forfeited in the following situations:

- If a Bidder withdraws its bid during the period of bid validity. Or
- If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
- If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
- If the Successful Bidder fails to furnish the Performance Security within the stipulated time.

1.5 Validity of the proposal

The proposal shall be valid for a period of not less than 120 days from the Bid Due Date (the "BDD").

1.6 Brief description of the Selection Process

The Authority shall adopt two stage selection process (collectively called as the "Selection Process") for evaluating the Proposals comprising of:

- I. Technical bid
- II. Financial bid

The bids shall be submitted online on eProc2 website. Bids shall be considered only upon fulfillment of threshold requirements as defined under this document. Earnest Money Deposit, or Bid Security shall be paid online or in form of a Bank Guarantee from a Nationalized/Scheduled bank in favor of CGM, BSRDCL, Patna payable at Patna. The cost of the RFP document shall be payable online through the eProc2 online payment gateway.

Stage I

In the first stage, technical bid shall be opened and evaluated as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants (bidders) shall be prepared in order of their rank according to the obtained Technical Scores in the technical evaluation. Minimum score to qualify for short listing after technical evaluation shall be 60 out of 100 (max) points.

Stage II

Upon being successful in first stage, the financial bids of qualified bidders in the technical evaluation stage shall be opened which shall be evaluated on the basis of professional fee in total quoted by the applicant.

1.7 Currency and Payment

- 1.7.1 For the purposes of technical and financial evaluation, Applicants shall submit bids in INR only.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would Endeavour to adhere to the following schedule:

Sl. No.	Event Description	Estimated Date
1	Date of issue of RFP Documents	19.06.2026
2	Last date for receiving Queries/ clarifications	30.06.2026 up to 3:00 PM IST
3	Pre-Proposal Conference	30.06.2026 at 3:30 PM IST

5	Bid Due Date or BDD	10.07.2026 up to 3:00 PM IST Through website: eproc2.bihar.gov.in only
6	Last date of submission of Bid Security/EMD and other documents in original at BSRDCL HQ	10.07.2026 up to 3:30 PM IST
7	Opening of Technical Bid	10.07.2026 at 4:00 PM IST Through website: eproc2.bihar.gov.in only
8	Opening of Financial Bid	To be notified to technically qualified consultants only
9	Letter of Award (LOA)	To be notified
10	Signing of Agreement	To be notified
11	Validity of Bid Documents	120 days from Bid Due Date

1.9 Pre-Proposal Conference and Inspection of data

1.9.1 Prospective applicants may visit the office of the Project Authority and the Project site and review the available documents and data at any time prior to BDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 1.10.1.

1.9.2 The date, time and venue of Pre-Proposal Conference shall be:

Date	:-	30.06.2026
Time	:-	3:30 PM IST
Venue	:-	Conference Hall, Bihar State Road Development Corporation Limited, RCD Central Mechanical Workshop Campus, Near Airport, Sheikhpura, Patna-800014

1.10 Communications

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

To,

Chief General Manager
Bihar State Road Development Corporation Limited
RCD Central Mechanical Workshop Campus, Near Patna Airport
Sheikhpura, Patna-800014
Tel:-0612-2226711. Fax:-0612-2226712

1.10.2 The Official Website of the Authority is:

<http://www.bsrcl.bih.nic.in>

[Note: Please open the page 'BSRDCL Tenders' and access the uploaded documents related to this RFP. The same is also available on the eProc2 website].

- 1.10.3 All communications, including the submission of Proposal, should contain the following information, to be marked at the top in bold letters:

RFP Notice No.- BSRDC Ltd.-4989/2026-2092 dated 18.06.2026

"DO NOT OPEN EXCEPT IN PRESENCE OF EVALUATION COMMITTEE"

Request for Proposal for – Consultancy Services of Transaction Advisor (TA) for Viswamitra Path (Buxar – Ara – Maner Ganga Path: 90 Km), Ganga-Ambika Path (Bidupur– Dighwara Northern Ganga Path: 56 Km) and Narayani Path (Darihara (Konhaua)–Dumaria Ghat (Gopalganj) Path: 73.51 Km)

2. INSTRUCTION TO THE APPLICANTS

A. GENERAL

2.1 Scope of the 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 individually (the "**Sole Firm/Single Entity**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm/Single Entity, as the case may be. 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 Adviser 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 final and without any right of appeal whatsoever.

2.1.3 Capable Firms/Companies, who consider that they are capable of providing high quality transaction management services, and of meeting the evaluation criteria set out in this RFP, are encouraged to submit proposals.

2.1.4 The Applicant shall submit its Proposal in the form and manner specified in this Section 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.

2.1.5 Duration of Agreement

The duration of agreement shall be of 15 months of Development Period and Pre-Construction Activities for Part-A, and covering the period of Construction Activities for Part-B as defined in Cl. 1.1.2. It may be extended for period as mutually agreed.

2.1.6. INFORMATION REQUIRED

Respondents to this RFP are required to provide information to enable technical and financial evaluation of their suitability to provide the services (Refer to Cl. 1.1.2).

2.1.7 Key Personnel, Support Personnel and Project Support Unit Personnel

Part-A (As Referred in Cl. 1.1.2)

The Advisor's team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") – which shall be deployed during **Development & Pre – Construction Activities**) with managerial/support staff (the "**Support Personnel**"), who shall discharge their respective responsibilities as specified below:

Key Personnel	Deployment Period	Responsibilities
Team Leader-cum-PPP Expert	Part Time	<ul style="list-style-type: none"> - Coordination of all the activities and overall responsibility for the services under the Terms of Reference. - Expedite Project development and structuring. - Review, assess, and advise on the planning, design, technical specifications, construction methodologies, and implementation framework of all Project infrastructure components to ensure compliance with applicable codes, standards, contractual provisions, and project requirements under the DBFOT framework. - Assist the Authority in technical due diligence, bid process management, evaluation of proposals, identification of project risks, and review of drawings, estimates, engineering submissions, and construction schedules submitted by the Concessionaire and associated agencies. - Monitor and report on the progress, quality, safety, performance standards, interface coordination, and contractual compliance of infrastructure works during the Project lifecycle, and recommend corrective measures, mitigation actions, and performance improvements wherever required. - Project management. - Ensure project appraisal (technical, financial, economic, environmental, social and institutional). - Procure consultants for project. - Advise the Authority on structuring, procurement, and implementation of the Project under the Public Private Partnership (PPP) framework, including allocation of risks, concession structure, payment mechanisms, performance obligations, and compliance with applicable policies, guidelines, and statutory provisions. - Conduct financial analysis of projects using financial tools such as FIRR, FNPV etc. - Identify feasibility and viability of projects based on financial tools. - Obtaining all required approvals from State as well as Central Govt. - Assist in preparation, review, and finalization of bid documents, concession agreements, financial and contractual provisions, bid evaluation criteria, and

		<p>transaction documentation, and provide recommendations to safeguard the Authority's commercial and contractual interests.</p> <ul style="list-style-type: none"> - Support the Authority in stakeholder coordination, bid process management, negotiations, contract administration, and resolution of contractual and commercial issues arising during the Project period, and furnish periodic reports, assessments, and advisory notes as required.
Deputy Team Leader-cum-Sr. Highway Engineer	Full Time	<ul style="list-style-type: none"> - Assist in preparation and monitoring of the highway design, drawings and parameters for implementation of project for timely implementation. - To prepare design reports, specifications and other deliverables for highway. - To ensure designs are appropriate and meet the expected levels of technical excellence. - Give inputs to identify feasibility and viability of project based on construction aspects. - To ensure the quality system is actively applied to highways schemes.
Sr. Financial Expert	Part Time	<ul style="list-style-type: none"> - Co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. - Not delegate his responsibilities except with the prior written approval of the Authority. - Financial structuring of infrastructure projects, Model preparation, Risk analysis. - Identify financial costs and benefits. - Conduct financial analysis of finances of implementing agencies. - Prepare financial improvement action plan, if required. - Identify the implications of contract terms, especially potential problem. - Areas such as payment mechanisms.
Techno-legal Expert	Part Time	<ul style="list-style-type: none"> - Preparation of Contracts documents; due diligence. - Contract negotiation. - Successful project closure.
Sr. Contract Expert	Part Time up to Appointed Date	<ul style="list-style-type: none"> - Preparation of Bid & Contract documents; due diligence. - Day to day correspondence related to contractual matters. - Resolution of disputes. - Representation on behalf of BSRDCL in any arbitration. - Successful project closure.

Support Personnel	Deployment Period	Responsibilities
Highway Engineer	Full Time	<ul style="list-style-type: none"> - Checking, Design and Drawing and Alignment. - Proof-checking design of pavement crust; maintaining adequate features of road.
Bridge Engineer	Full Time	<ul style="list-style-type: none"> - Checking the designs of bridges, ROB, interchanges and any other structure to be constructed in the Project highway. - Review the rehabilitation measures for existing structures based on site condition and structural requirement basis. - Expert in computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.
Quantity Surveyor	Full Time	<ul style="list-style-type: none"> - Checking of bills. - Estimation of COS, variation, price escalation etc. - Preparation of presentations, monitoring reports and other reports.
Survey Engineer	Full Time	<ul style="list-style-type: none"> - Close co-ordination with survey team during Topographic Survey. - Checking of survey data. - Fixing of control point along the alignment.
Environmental-cum-Social Expert	Full Time	<ul style="list-style-type: none"> - Experience in MOEF guidelines/requirements for mitigation measures. - Able to obtain MOEF clearance on EIA/SEIAA from GoB. - Conversant with R&R Policy prevalent in the state.
Hydrology Expert	Part Time	<ul style="list-style-type: none"> - Assess river hydraulics, historical flood data, monsoon impacts, flood levels, bank erosion/scour, and the impact of the proposed road on the river system; recommend suitable alignment, embankment protection, slope stabilization, cross-drainage structures, and flood-resilient design parameters for long term resilience and safety. - Advise on statutory clearances related to floodplain and river morphology, and advising on long-term climate resilience, sedimentation, and water-flow management.
Traffic Expert	Part Time	<ul style="list-style-type: none"> - Carry out traffic surveys, O-D studies, and demand forecasting to assess present and future traffic potential, vehicle composition, congestion patterns, and toll/revenue viability of the proposed corridor. - Recommend lane configuration, junction/interchange requirements, tolling strategy, traffic management measures, and project phasing based on capacity analysis, safety considerations, and financial feasibility.

Landscaping Expert	Part Time	<ul style="list-style-type: none"> - Review, validate, and advise on all landscape planning including avenue plantation, median treatment, slope stabilization, and environmental enhancement measures. - Monitor and report on execution, maintenance obligations, survival rates of plantation, and compliance with contractual and environmental commitments during the Project period, and certify observations and recommendations in periodic progress reports.
MIS Expert	Full Time	<ul style="list-style-type: none"> - Develop, implement, operate, and maintain the Management Information System (MIS) framework for collection, integration, validation, storage, tracking, and reporting of all Project-related data, documents, milestones, and correspondence. - Prepare and submit structured dashboards, progress reports, exception reports, risk registers, and performance monitoring tools for effective review of technical, financial, contractual, and implementation status of the Project. - Ensure accuracy, integrity, traceability, confidentiality, and timely dissemination of Project information, and support the Authority in digital record management, data analytics, monitoring compliance obligations, and facilitating informed decision-making throughout the assignment period.

Part-B: (As Referred in Cl. 1.1.2)

The Project Support Unit (the "PSU") shall consist of the following personnel (the "PSU Personnel") – which shall be deployed during **Construction Activities** and shall discharge their respective responsibilities as specified below:

PSU Personnel	Deployment Period	Responsibilities
Team Leader-cum-Sr. Contract Specialist	Full Time	<ul style="list-style-type: none"> - Coordination of all the activities and overall responsibility for the services under the Terms of Reference. - Review, assess, and advise on contractual provisions, and project requirements under the DBFOT framework. - Assist the Authority in review of construction schedules submitted by the Concessionaire and associated agencies. - Monitor and report on the progress, quality, safety, performance standards, interface coordination, and contractual compliance of infrastructure works during the Project lifecycle, and recommend corrective measures, mitigation actions, and performance improvements wherever required. - Project management. - Procure Independent Engineer (IE) for project.

		<ul style="list-style-type: none"> - Day to day correspondence related to contractual matters. - Resolution of disputes. - Representation on behalf of BSRDCL in any arbitration. - Successful project closure.
Sector Expert	Full Time	<ul style="list-style-type: none"> - Provide sector-specific technical, regulatory, operational, and policy advisory services in relation to the Project, and ensure that the Project structure, scope, standards, and implementation approach are aligned with prevailing sectoral requirements, industry best practices, and Government guidelines.
Techno-legal Expert	Full Time	<ul style="list-style-type: none"> - Monitoring contract, statutory and regulatory compliances. - Technical review and supervision. - Risk and issue management. - Progress monitoring and reporting. - Dispute avoidance and resolution. - Quality and safety oversight. - Support in commercial decisions. - Successful project closure.
Highway-cum-CAD Engineer	Full Time	<ul style="list-style-type: none"> - Assist the Authority in review and monitoring of the highway design and drawings. - Assist the Authority to ensure the quality system is actively applied to highways schemes. - Assist the Authority in Planning, design, technical specifications, construction methodologies, and implementation framework of highway component to ensure compliance with applicable codes and standards. - Assist the Authority in preparation and updating of highway engineering drawings, layouts, plans, profiles, and cross-sections and as-built drawings using CAD platforms. - Assistance in geometric design development for highways, interchanges, junctions, service roads, and associated works. - Coordination with highway, bridge, drainage, geotechnical, traffic, and utility teams for integrated design deliverables. - Ensuring drawing standardization, revision control, and compliance with IRC, MoRTH, and project specifications.
Bridge Engineer	Full Time	<ul style="list-style-type: none"> - Assist the Authority in review and monitoring of the structural designs and drawings. - Assist the Authority to ensure the quality system is actively applied to structural components of the Project. - Assist the Authority in Planning, design, technical specifications, construction methodologies, and implementation framework of structural components to

		ensure compliance with applicable codes and standards.
Quantity Surveyor	Full Time	<ul style="list-style-type: none"> - Checking of bills. - Estimation of COS, variation, price escalation etc. - Preparation of presentations, monitoring reports and other reports.
MIS Expert	Full Time	<ul style="list-style-type: none"> - Develop, implement, operate, and maintain the Management Information System (MIS) framework and reporting of all Project-related data, documents, milestones, and correspondence. - Prepare and submit structured dashboards, progress reports, exception reports, risk registers, and performance monitoring tools. - Ensure accuracy, integrity, traceability, confidentiality, and timely dissemination of Project information.

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 further evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant (Sole/Lead Firm of Consortium) shall fulfill the following:

(A) Technical Score Capacity:

Applicant shall have undertaken a minimum of 5 (five) PPP projects for Consultancy Experience with respect to infrastructure projects across various sectors including roads, bridges and highways, water supply, sewerage & drainage, Public transport, Logistics, Integrated Townships, Tourism etc. for which the consultancy assignment have been completed in India with a cumulative project cost of at least Rs. 2000 Crore (Two Thousand Crore) during last ten years preceding the BDD (i.e from F.Y. 2015-16 to FY2024-25) which should include 2 (two) projects in Roads, Bridges and Highways of cumulative cost of at least Rs. 1000 Crore (One Thousand Crore).

For the purpose of minimum eligibility criteria indicated at above, minimum project cost of Rs.100 Crore will only be considered.

(B) Financial Capacity:

- Should have average annual turnover of at least Rs. 20 Crore from the advisory/ consultancy services for the last three financial years i.e. FY 2022-23, 2023-24 & 2024-25.
- Should have net worth (share capital plus free reserves) of at least Rs. 15 Crore as per audited annual accounts for F.Y. 2024-25.
- The Firm shall have a positive Profit After Tax for last 3 financial years to be considered Technically Responsive.

Note: i. Information on B (i) and B (ii) should be submitted certified by a Statutory Auditor.

- ii. In case of MNCs, Net worth, Turnover and Net Profit of Indian operations of the Consultant in INR as on a particular date duly certified by a Chartered Accountant is required to be submitted.

(C) **Availability of Personnel:** The Applicant shall offer and make available all Key, Support and PSU Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility for:**

Part-A: Consultancy Team: Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Minimum Professional experience	Adequacy for the Project
Team Leader-cum-PPP Expert	Graduation in Engineering / Economics / Science / Commerce / Statistics with MBA/PGDBM (Finance)	12 years	<ul style="list-style-type: none"> - Minimum 12 years' experience in related fields - Experience at least 5 years for Highway/Bridge Development Projects on PPP in similar capacity - Experience in successful development, bidding and management of at least 2 Highway/Bridge projects on PPP in similar capacity
Deputy Team Leader-cum-Sr. Highway Engineer	Graduation in Civil Engineering (Post-Graduation will be preferable)	12 years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience in related fields - Experience at least 5 years for Highway Development Projects on PPP in similar capacity - Experience in successful development, bidding and management of at least 2 Highway/Bridge projects on PPP in similar capacity
Sr. Financial Expert	MBA (Finance)/ CA/ Chartered Financial Analyst/ M.Com.	12 years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience - Minimum experience of 5 years handling PPP Projects - Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 highway/bridge projects on PPP in similar capacity
Techno-legal Expert	Graduation in Civil Engineering +	12 years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience

	Graduation in Law (Post Graduate degree shall be preferred)		<ul style="list-style-type: none"> - Minimum experience of 5 years handling PPP Projects - Preparation of Contracts documents, Contract Negotiation and successful project closure of at least 2 PPP highway/bridge projects in similar capacity
Sr. Contract Expert	Graduation in Civil Engineering (Post Graduation in Civil Engineering or one of allied disciplines shall be preferred)	12 years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience - Minimum experience of 5 years handling PPP Projects - Minimum experience of at least 2 highway/bridge projects on PPP in similar capacity

Support Personnel	Educational Qualification	Minimum Professional experience	Experience on Eligible Assignments
Highway Engineer	Graduate Civil Engineer	10 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Minimum Experience of at least 3 highway/bridge projects - Minimum experience of at least 1 highway/bridge project on PPP in similar capacity
Bridge Engineer	Graduate Civil Engineer	10 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Minimum Experience of at least 3 Major Bridge projects - Minimum experience of at least 1 highway/bridge project on PPP in similar capacity
Survey Engineer	Diploma/Graduate Civil Engineer	7 years For Diploma/ 5 Years for Graduate	<ul style="list-style-type: none"> - Experience in the field of surveying out for highway projects: 3 years (for diploma)/2 years (for degree) - Experience in at least 2 highway/bridge projects. - Proficiency in modern computer based method of surveying with total station digital level etc.
Environmental & Social Expert	Post Graduate	7 Years	<ul style="list-style-type: none"> - Minimum Experience of 7 years in related fields in similar capacity - Experience of at least 1 PPP Project

			(highway/bridge) in similar capacity - Experience in mitigation measures. - Must be conversant with R&R in Highway Projects - Experience in at least one project for minimum for 2 years in R&R policy.
Quantity Surveyor	Graduate	10 Years	- Minimum Experience of 10 years in related fields in similar capacity - Experience of at least 3 Highway/bridge Projects - Experience of minimum 1 Highway/Bridge Projects on PPP
Hydrology Expert	Graduate Civil Engineer (Post Graduation will be preferable)	12 years	- Minimum 12 years of professional experience - Experience in similar capacity for at least 3 Highway/bridge Development Projects - Experience in at least 1 Highway/bridge Development Projects on PPP.
Traffic Expert	Graduate in Civil Engineering or Urban Planning (Post Graduate in Transportation Engineering / Urban Planning will be preferable)	12 years	- Minimum 12 years of professional experience - Experience in similar capacity for at least 3 Highway Development Projects - Experience in at least 1 Highway Development Projects on PPP.
Landscaping Expert	Bachelor's Degree in Landscape Architecture / Horticulture or equivalent	10 years	- Minimum 10 years of professional experience in landscape planning, plantation design, median and avenue plantation, urban landscaping, beautification, and environmental enhancement works for highway/road/infrastructure projects. - Experience in at least 2 highway/urban infrastructure projects preferably under NHAI/MoRTH/State PWD/PPP projects.
MIS Expert	Bachelor's Degree in Computer Science / Information Technology / Computer Applications /	10 years	- Minimum 10 years of experience in Management Information Systems (MIS), project data management, reporting, dashboard preparation, and document control for infrastructure/construction projects.

	Engineering / Statistics / Management Information Systems or equivalent		- Minimum Experience of 2 highway/infrastructure projects under EPC/HAM/DBFOT/PPP mode
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Part-B: The Project Support Unit (PSU): Each of the PSU Personnel must fulfill the Conditions of Eligibility specified below

PSU Personnel	Educational Qualification	Minimum Professional experience	Experience on Eligible Assignments
Team Leader-cum-Sr. Contract Specialist	Graduation in Civil Engineering (Post Graduation in Civil Engineering or one of allied disciplines shall be preferred)	12 years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience - Minimum experience of 5 years handling PPP Projects - Minimum experience of at least 2 highway/bridge projects on PPP in similar capacity
Sector Expert	Graduation in Civil Engineering / Economics / Commerce / Statistics with MBA (Finance) / PGDBM in Finance (Post Graduate degree shall be preferred)	12 years	<ul style="list-style-type: none"> - Minimum 12 years' experience in development, bidding and managing PPP projects. - Experience in successful development, bidding and management of at least 3 infrastructure projects on PPP in similar capacity - Experience in successful development, bidding and management of at least 2 Highway/Bridge projects on PPP in similar capacity
Techno-legal Expert	Graduation in Civil Engineering + Graduation in Law (Post Graduate degree shall be preferred)	12 Years	<ul style="list-style-type: none"> - Minimum 12 years of professional experience - Minimum experience of 5 years handling PPP Projects - Preparation of Contracts documents, Contract Negotiation and successful project closure of at least 2 PPP highway/bridge projects in similar capacity
Highway-cum-CAD Engineer	Graduation in Civil Engineering (Post Graduation in Civil	10 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Minimum Experience of at least 3 highway/bridge projects

	Engineering shall be preferred)		- Minimum experience of at least 1 highway/bridge project on PPP in similar capacity
Bridge Engineer	Graduation in Civil Engineering (Post Graduation in Civil Engineering shall be preferred)	10 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Minimum Experience of at least 3 Major Bridge projects - Minimum experience of at least 1 highway/bridge project on PPP in similar capacity
Quantity Surveyor	Graduation in Civil Engineering (Post Graduation in Civil Engineering or one of allied disciplines shall be preferred)	10 years	<ul style="list-style-type: none"> - Minimum Experience of 10 years in related fields in similar capacity - Experience of at least 3 Highway/bridge Projects - Experience of minimum 1 Highway/Bridge Projects on PPP
MIS Expert	Graduation in Computer Science / Information Technology / Computer Applications / Engineering / Statistics or equivalent	10 years	<ul style="list-style-type: none"> - Minimum 10 years of experience in Management Information Systems (MIS), project data management, reporting, dashboard preparation, and document control for infrastructure/construction projects. - Minimum Experience of 2 highway/infrastructure projects under EPC/HAM/DBFOT/PPP mode

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the past three financial years.

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 or Director (on the Board of Directors) of the Applicant; in such case board resolution will be accepted.

2.2.5 Those applicants in their individual capacities or as consortium who has/ have been terminated by GoI/CPSU/SPSU/GoB or any other organisation earlier for any project and against whom legal proceedings are initiated, and the bar subsists as on the date of the Proposal shall not have any rights or whatsoever and are debarred from bidding for this project. Undertaking under oath in this regard has to be submitted along with RFP.

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

¹No separate annual financial statements should be submitted.

breach by such Applicant or its Associate. Undertaking under oath in this regard has to be submitted along with RFP.

- 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 Performance Security, if available, 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 holds the Authority's interests 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, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Applicant, its consortium member 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 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, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. 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,

*Please provide share pattern Chart of the Applicant

- 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 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 other members, if any) 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) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - (h) 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 section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), 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, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. 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.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

The Proposal is to be submitted for all the three projects treating them as a single package. No Applicant or its Associate shall submit more than one Proposal. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium.

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, Project site 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 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

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) 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 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 without assigning any reasons therefor.

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 the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. 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

2.9.1 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**
- 2 **Form of Agreement**
 - Annex-1 : Terms of Reference
 - Annex-2 : Deployment of Key Personnel
 - Annex-3 : Estimate of Personnel Costs
 - Annex-4 : Approved Sub-consultant(s)
 - Annex-5 : Cost of Services
 - Annex-6 : Payment Schedule
 - Annex-7 : 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 the Applicant
- Form 6 : Particulars of Key Professionals
- Form 7 : Abstract of Eligible Assignments of the Applicant
- Form 7A : Methodology and Work Plan
- Form 8 : Eligible Assignments of the Applicant
- Form 8A : Other relevant assignments of the Applicant

- Form 9 : CVs of Key Personnel, Support Personnel and PSU Personnel
Form 10 : Proposal for Sub-consultant(s)
Form 10B : Bank Guarantee Format for Bid Security/EMD

Appendix-II: Financial Proposal

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP for Project”

The Authority shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the BDD. The responses will be uploaded on the ePrco2 website.

- 2.10.2 The Authority reserves the right not to respond to any queries 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.

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 eProc2 website.
- 2.11.2 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 BDD².

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 all 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

²While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- 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 submit one set of Proposal in two parts: **Part 1: Technical Proposal and Part 2: Financial Proposal. Technical Proposal and Financial Proposal are to be submitted in the form of a scanned copy on the eProc2 website, and hard copy of the Technical Proposal is to be submitted within 7 days after the BDD for the sake of evaluation. In case of any discrepancy, submission received on eProc2 shall prevail.** The weightage of Technical and Financial Score shall be 80% & 20% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial 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 initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") through Board Resolution 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
 - (d) by the authorised representative of the Lead Member, in case of consortium.
- A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).
- 2.13.4 Applicants should note the BDD, 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 BDD 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.

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:
- 7(a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (b) power of attorney, if applicable, is executed as per Applicable Laws;
 - (c) CVs of all Key Personnel have been included;

- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (f) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (h) Key Personnel proposed have good working knowledge of English language;
- (i) no Key Personnel should have attained **the age of 62 years** at the time of submitting the proposal; and
- (j) the proposal is responsive in terms of Clause 2.21.3.

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, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) 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 include expert & specialists in their respective areas of expertise, and managerial/support staff (the Key Personnel, Support Personnel and PSU Personnel) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The CV of each personnel should also be submitted in the format at Form-9 of Appendix-I.

2.14.7 Deleted.

2.14.8 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.

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

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, 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-1 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized 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 (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. 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 Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included including the Goods & Service Tax in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Goods & service tax as applicable shall be reimbursed to the Consultant.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal **with all pages numbered serially and by giving an index of submissions**. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 Consultant must submit the both Technical and Financial Proposal on eproc2.bihar.gov.in on or before the date and time stated per Cl. 1.8. In addition, the **Technical Proposal is also to**

be submitted in physical (original hard copy) form within 7 days after BDD at the address per Cl. 1.10.1.

- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on BDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.17 Bid Due Date

- 2.17.1 Proposal should be submitted online on the eProc2 website before the specified time on BDD specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP.
- 2.17.2 The Authority may, in its sole discretion, extend the BDD by issuing an Addendum/Corrigendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on BDD 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 BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.
- 2.19.2 Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit bid again.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Performance Security

- 2.20.1 The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 10% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of

12 months beyond the expiry of the Contract Period. The BG shall be in the format specified in Annex-7 of Schedule-2 (Draft Contract Agreement) and furnished from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India.

2.20.2 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the contract price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days' time period.

2.20.3 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 Performance Security, if available, 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 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.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Technical Proposal online on the eProc2 website, eproc2.bihar.gov.in at the specified time as per RFP, at the place specified in Clause 1.10.1 and in the presence of the Applicants or authorized representative of the applicants who choose to attend.

2.21.2 The Financial Proposal shall be opened online for the Applicants who qualify for opening of Financial Proposals as per RFP. The date of opening of Financial Proposal will be notified later. The weightage of Financial Proposal shall be 30%.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. 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 BDD including any extension thereof pursuant to Clause 2.17;
- (c) it contains EMD as specified in Clause 1.4;
- (d) it is signed, sealed, 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.

2.21.4 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.

2.21.5 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.

2.21.6 After the technical evaluation, the Authority shall prepare a list of Technically Qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The Financial Proposal shall be opened online for the applicants who qualify for opening of Financial Proposals as per RFP. The date of opening of Financial Proposal will be notified later. The opening of Financial Proposals shall be done in presence of respective authorized 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 and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 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.

2.21.8 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.

2.22 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 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.

2.23 Clarifications

- 2.23.1 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.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 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.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations for re-confirming the obligations of the Consultant under this RFP. Issues such as **Professional Fees for Part-B quoted by the Applicant in the Financial Proposal**, 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 70% (seventy 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. **The Selected Applicant shall be required to meet the lowest quoted Professional Fees for Part-B discovered after Evaluation of Financial Proposals**, else the Employer shall be independent to award the services for Part-B separately for the lowest quoting Applicant for Part-B. 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.
- 2.24.2 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.
- 2.24.3 The Authority will examine the credentials of all Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

- 2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Transaction Advisor as the ranking of the Applicant is based on the evaluation of the Transaction Advisor and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances 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.
- 2.25.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. 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.
- 2.25.3 Notwithstanding Clauses 2.25.1 and 2.25.2, Applicants should specifically note that substitution of Experts will not normally be considered during the implementation of the

Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only those Experts who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 2 (two) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services and not for any indirect or consequential damages.

2.27 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 7 (seven) 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 by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 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.

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within seven 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 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, 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.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 The Evaluation Committee appointed by the **BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD** shall carry out its evaluation applying the evaluation criteria and point system as specified in this section.
- 3.1.2 Only those Applicants whose Technical Proposals score a minimum Technical Score (S_T) of 60 out of 100 shall be deemed Technically Qualified, and shall be ranked on the basis of their Technical Score.
- 3.1.3 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Sr. Financial Expert scores less than 60% (sixty per cent) marks or [any two of the remaining] Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Financial Expert, who scores less than 60% (sixty per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- 3.1.4 Technical Evaluation, or Evaluation of Technical Proposal shall be carried out over the following criteria:

Sn.	Criteria	Marks
3.1.4.1	Financial Capacity	10
3.1.4.2	Relevant Experience for the Assignment	40
3.1.4.3	Key Personnel Qualification and Experience	35
3.1.4.4	Methodology and Work Plan	10
3.1.4.5	Presentation/Technical Approach Paper	5
	Total	100

3.1.4.1 Sub Criteria for Financial Capacity

S. No.	Description	Marks
3.1.4.1.1	Average Annual Turnover (AAT) for last 3 financial years (FY 2022-23 to FY 2024-25) from consultancy business.	5
	Range (AAT in INR Cr)	
	AAT < 20	
	AAT = 20	
	20 < AAT < 25	
	AAT ≥ 25	
	Marks Awarded	
	0%	
	50%	
	75%	
	100%	

3.1.4.1.2	Consultancy Fee received for single assignment for providing Project Management / Monitoring / Support Consultancy Services to support project implementation in transportation / highways (4-laning and above) and bridge projects on PPP mode in last 10 years.		5
	Range (Consultancy Fee received in INR Cr., F)	Marks Awarded	
	F < 10	0%	
	F = 10	50%	
	10 < F < 15	75%	
	F ≥ 15	100%	
Sub-Total			10

3.1.4.2 Sub Criteria for Relevant Experience for the Assignment

S. No.	Description	Marks
3.1.4.2.1	Experience in Transaction Advisory Services for highways (4-laning and above) and bridges projects on PPP mode in last 10 years in India – with Project Cost more than INR 1500 Cr.	10
	Range (No. of Qualifying Projects, Q)	
	Q < 3	
	3 ≤ Q < 5	
	5 ≤ Q < 7	
	Q ≥ 7	
3.1.4.2.2	Experience of a single project/package in consultancy service which has been approved by Public Private Partnership Appraisal Committee (PPPAC), Govt of India for any Transportation sector project on PPP mode in last 10 years.	10
	Range (Project/Package Value in INR Cr, V)	
	V < 10,000	
	10,000 ≤ V < 15,000	
	15,000 ≤ V < 20,000	
	V ≥ 20,000	
3.1.4.2.3	Experience in Project Development Services (a single project) for Highways (4-laning and above) and bridges projects in India on PPP/HAM mode in the last 10 years.	10
	Range (Total length of Project in km, L)	
	L < 50	
	50 ≤ L < 100	
	100 ≤ L < 250	
	L ≥ 250	

S. No.	Description	Marks
3.1.4.2.4	Experience in drafting Model Concession Agreements for PPP projects for any govt. department in India in the last 10 years.	10
	Range (No. of Qualifying Projects, P)	
	P < 1	
	P = 1	
	2 ≤ P < 4	
	No. of Qualifying Projects ≥ 4	

Note:

(i) Completed /Substantially Completed (90% or more) Projects (within the last 10 years from the BDD, as a Sole consultant) supported by certificate from Principal Employer shall be mandatory for claiming project experience. The Principal Employer shall be a government entity (Union Govt./State Govt./Public Sector Undertaking/Statutory Body/Public Authority). Certificate from Principal Employer shall clearly indicate the nature/scope of work, place of work, actual date of completion, actual completion cost, source of funding/ mode of execution (EPC/PPP/FIDIC etc.) etc.

(ii) The experience of a firm for a private concessionaire/contractor shall not be considered.

(iii) The Project Cost, or Project/Package Value shall be updated @ 5% yearly up to the last date of submission of bid. The updated Project Cost shall be considered for evaluation. The Project Cost shall be inclusive of all taxes.

(iv) For conversion of foreign currency to Indian Rupees, the RBI Reference Rate as on the date 28 days before the last date of submission of bid shall be applicable.

3.1.4.3 Sub Criteria for Key Personnel Qualification and Experience

The weightage for various Key Personnel is as under. Evaluation shall be made for General Qualification (20%) and Adequacy for the Project (80%). The sub-criteria shall be based on Cl. 2.2.2(d).

S. No.	Position	Marks
3.1.4.3.1	Team Leader-cum-Infrastructure Expert	15
3.1.4.3.2	Deputy Team Leader-cum-Sr. Highway Engineer	5
3.1.4.3.3	Sr. Financial Expert	5
3.1.4.3.4	Techno-legal Expert	5
3.1.4.3.5	Sr. Contract Expert	5
Sub-total		35

3.1.4.3.1 Team Leader-cum-PPP Expert

S. No.	Description	Max. Points
3.1.4.3.1.A	General Qualification	3
	<p>Minimum: Graduation in Engineering / Economics Science / Commerce / Statistics</p> <p>Preferable: MBA/PGDBM in Finance</p> <p>Minimum qualification shall secure 50% Marks.</p> <p>Preferable qualification shall secure 100% Marks.</p>	3
3.1.4.3.1.B	Adequacy for the Project	12
1.	<p>Professional Experience in handling Highway/Bridge Projects</p> <p>Minimum Requirement: 12 years</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 15 years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	4
2.	<p>Experience in Similar Capacity in Highway/Bridge Development Projects on PPP</p> <p>Minimum Requirement: 5 years</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 10 Years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	3
3.	<p>Experience in Similar Capacity in successful development, bidding and management of at least 2 Highway/Bridge Projects on PPP</p> <p>Minimum Requirement: 2 Projects</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p>	3

	Full marks shall be awarded for an experience of 5 Projects. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	
4.	Experience in drafting Model Concession Agreement for PPP Projects for any govt. department in India in last 10 years Minimum Requirement: 1 Draft 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 2 Drafts.	2
	Total:	15

3.1.4.3.2 Deputy Team Leader-cum-Sr. Highway Engineer

S. No.	Description	Max. Points
3.1.4.3.2.A	General Qualification	1
	Minimum: Graduation in Civil Engineering Preferable: Post-graduation in Civil Engineering/Finance Minimum qualification shall secure 50% Marks. Preferable qualification shall secure 100% Marks.	1
3.1.4.3.2.B	Adequacy for the Project	4
1.	Professional Experience in handling Highway/Bridge Projects Minimum Requirement: 12 years 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 15 years. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	2

2.	Experience in Similar Capacity in Highway/Bridge Development Projects on PPP Minimum Requirement: 5 years 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 10 Years. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	1
3.	Experience in Similar Capacity in successful development, bidding and management of at least 2 Highway/Bridge Projects on PPP Minimum Requirement: 2 Projects 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 5 Projects. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	1
	Total:	5

3.1.4.3.3 Sr. Financial Expert

S. No.	Description	Max. Points
3.1.4.3.3.A	General Qualification	1
	Minimum: MBA (Finance)/ CA/ Chartered Financial Analyst/ M.Com. Minimum qualification shall secure 100% Marks.	1
3.1.4.3.3.B	Adequacy for the Project	4
1.	Professional Experience Minimum Requirement: 12 years 50% marks shall be awarded upon meeting the Minimum Requirement.	2

	<p>Full marks shall be awarded for an experience of 15 years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	
2.	<p>Experience in handling PPP Projects</p> <p>Minimum Requirement: 5 Years</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 10 Years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	1
3.	<p>Experience in Financial Structuring, Model Preparation & Risk Analysis of at least 2 Highway/Bridge Projects on PPP</p> <p>Minimum Requirement: 2 Projects</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 5 Projects.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	1
	Total:	5

3.1.4.3.4 Techno-legal Expert

S. No.	Description	Max. Points
3.1.4.3.4.A	General Qualification	1
	<p>Minimum: Graduation in Civil Engineering + Graduation in Law</p> <p>Preferable: Post-Graduate degree in Civil Engineering/Law</p> <p>Minimum qualification shall secure 50% Marks.</p>	1

	Preferable qualification shall secure 100% Marks.	
3.1.4.3.4.B	Adequacy for the Project	4
1.	Professional Experience Minimum Requirement: 12 years 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 15 years. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	2
2.	Experience in handling PPP Projects Minimum Requirement: 5 Years 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 10 Years. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	1
3.	Experience in Similar Capacity in Preparation of contract documents, Contract Negotiation and successful project closure of at least 2 Highway/Bridge Projects on PPP Minimum Requirement: 2 Projects 50% marks shall be awarded upon meeting the Minimum Requirement. Full marks shall be awarded for an experience of 5 Projects. Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	1
	Total:	5

3.1.4.3.5 Sr. Contract Expert

S. No.	Description	Max. Points
3.1.4.3.5.A	General Qualification	1
	<p>Minimum: Graduation in Civil Engineering</p> <p>Preferable: Post-graduation in Civil Engineering or allied disciplines</p> <p>Minimum qualification shall secure 50% Marks.</p> <p>Preferable qualification shall secure 100% Marks.</p>	1
3.1.4.3.5.B	Adequacy for the Project	4
1.	<p>Professional Experience</p> <p>Minimum Requirement: 12 years</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 15 years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	2
2.	<p>Experience in handling PPP Projects</p> <p>Minimum Requirement: 5 Years</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 10 Years.</p> <p>Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.</p>	1
3.	<p>Experience in Similar Capacity of at least 2 Highway/Bridge Projects on PPP</p> <p>Minimum Requirement: 2 Projects</p> <p>50% marks shall be awarded upon meeting the Minimum Requirement.</p> <p>Full marks shall be awarded for an experience of 5 Projects.</p>	1

	Marks between these bounds shall be awarded on a pro-rata basis, proportionate to the Personnel's experience more than the Minimum Requirement.	
	Total:	5

3.1.4.4 Sub Criteria for Methodology and Work Plan

S. No.	Description	Marks
3.1.4.4	Evaluation shall be based on the clarity, adequacy, practicality, and sequencing of the proposed methodology and work plan, including timelines, resource deployment, coordination mechanisms, and alignment with the scope and deliverable requirements of the assignment.	10

3.1.4.5 Sub Criteria for Presentation/Technical Approach Paper

S. No.	Description	Marks
3.1.4.5	Evaluation shall be based on the Consultant's understanding of the project, soundness of proposed methodology and work plan, approach towards risk management and stakeholder coordination, deployment strategy of key experts, and overall suitability of the proposed technical approach for successful execution of the assignment	5

3.2 Short-listing of Applicants

Of the Applicants ranked on the basis of their respective Technical Scores, **not more than 5 (five)** shall be short-listed for financial evaluation. However, if the number of such prequalified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 The Financial Proposals shall be opened on epoc2 website in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud when the Financial Proposals are opened.

3.3.2 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 Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

- 3.3.3 For Financial evaluation, the **Professional Fees (in INR) for Part-A** indicated by the Applicant in the Financial Proposal shall be taken. The lowest such amount (F_M) will be given a Financial Score (S_F) of 100 points. The Financial Scores of other proposals will be computed as follows:

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

where, F = **Professional Fees (in INR) for Part-A** quoted in the Financial Proposal.

The Selected Applicant shall be required to meet the lowest quoted Professional Fees for Part-B discovered after Evaluation of Financial Proposals, else the Employer shall be independent to award the services for Part-B separately for the lowest quoting Applicant for Part-B.

3.4 Combined Score and Ranking

- 3.4.1 Proposals shall finally be ranked according to their Combined Technical (S_T) and Financial (S_F) Scores as follows:

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

where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that **shall be 0.8 and 0.2 respectively.**

- 3.4.2 The Selected Applicant shall be the Applicant having the highest Combined Score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

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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 Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such 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 Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) "**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among 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 of the Applicants shall be convened at the designated date, time and place. 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 endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 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.

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SCHEDULES

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SCHEDULE-1

PROJECT DEVELOPMENT CONSULTANCY

FOR

TRANSACTION SERVICES

TERMS OF REFERENCE (TOR)

Terms of Reference (TOR)

- 1.1 The Authority seeks the services of a qualified firm for acting as a Transaction Adviser for appraising the Project, developing a revenue model and preparing bid documents for the Project (collectively the **"Project Development Consultancy"**). The Terms of Reference (the **"TOR"**) and the scope of the Consultancy for this assignment are specified below.
- 1.2 The Consultant shall be guided in its assignment by the Model Concession Agreement (the **"MCA"**) and the Manual of Specifications and Standards for Four laning of the highways to be developed through Public-Private Partnership published by the Indian Roads Congress (the **"Manual"**).
- 1.3 The Consultant shall be responsible for preparing the relevant Schedules of the Concession Agreement and for bringing out any special feature or requirement of the Project referred to in the Concession Agreement or the Manual.
- 1.4 The Consultant shall assist the Authority and its Technical Consultant and the Legal Adviser by furnishing clarifications as required for the structuring, documentation and award of the Project.
- 1.5 The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid Documents.
- 1.6 The Consultant shall make available the Financial Expert and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time.

2. OBJECTIVE

The objective of this Consultancy (the **"Objective"**) is to procure transaction related advice, develop a revenue model, undertake a financial appraisal and assist in the bidding process and award of the Project in a manner which ensures:

- (a) participation by the best available companies in the bidding process;
- (b) financing of the capital cost by the Concessionaire; and
- (c) optimising the revenue potential of the Project.

3. SCOPE OF SERVICES

3.1 Part-A: Development & Pre – Construction Activities

3.1.1 DPR Monitoring and Data Consolidation

- (i) Support the Authority to monitor progress of all DPR packages for timely submission of various milestones. Coordinate with all DPR consultants to ensure quality deliverables in uniform format.
- (ii) Consolidate data for all proposed highways/expressways w.r.t design, drawings, traffic, cost, toll rates etc. in standard template for submission to the Authority.
- (iii) Ensure uniformity in road structures, roadside amenities, furniture, use of construction materials, and landscaping patterns to maintain branding of the development corridor. Also

ensure uniform principles are applied for cost figures, land rates, and construction-related estimates submitted by DPR consultants for Expressways / Highways.

- (iv) Prepare presentation for Authority at various forums and for submission to CMO, Financial institutions and other key stakeholders time to time.

3.1.2 Project Structuring

- (i) Develop the implementation cum transaction strategy including phasing and packaging basis the findings of the DPR of all the packages and suggestions from the DPR consultants. This should typically involve- examining Project Affordability (Needs, Identification and Quantification of Grants, VGF etc.);
- (ii) Develop and suggest implementable models (PPP) considering parameters such as timeline, cost, phasing, debt to be raised etc.
- (iii) Develop and suggest various permutations of PPP models considering parameters such as implementation period, capital structuring, phasing, VGF, Bid Project Cost, annuity amount, etc.
- (iv) Drafting Policies / Model Concession Agreements (MCAs) for Expressways / Highways for various modes of development as per requirements.

3.1.3 Assisting in obtaining approval from competent Authorities of Government of Bihar and Government of India including Approval for Viability Gap Funding (VGF) and /or any other grant as applicable from Government of India **Project Financing & Examining Alternate Revenue Potential**

- (i) Prepare a consolidated financial model followed by a project information memorandum capturing all details basis the DPR report and undertake efforts towards financial closure by assisting the Authority in drafting presentations to funding agencies.
- (ii) The Transaction Advisor shall identify and explore potential of alternate revenue source beyond toll revenue. Land monetization along the expressway, leasing space along ROW to telecom players, gas pipeline firms, advertisement at food plazas etc. shall be assessed. Cost of Road show (if shall be conducted by the Transaction Advisor (TA)) will be borne by Authority.

3.1.4 Financial Management & Transaction Support

The Consultant shall support the Authority on project financial management and transaction-related tasks such as:

- (i) Supporting Authority in project financial management arrangements including:
 - filling up financial management assessment questionnaires,
 - documenting agreements,
 - drafting Terms of Reference for Financial Modelling Specialists,
 - drafting ToRs for statutory and internal audit (in consultation with Banks and the Authority),
 - drafting project accounting and financial management manuals as necessary.
- (ii) Providing support in coordination with Lenders, LIEs and other stakeholders on project funding related matters as required.
- (iii) Providing support on advisory areas such as Project Advisory, Transaction Advisory, Investment Banking, infrastructure business advisory, risk due diligence & management,

buy/sell-side transaction support, tax advisory, operational consultancy and risk management.

- (iv) Supporting the Authority in financial model preparation if required, including scenarios for project funding structure and payment obligations (as applicable).
- (v) Developing strategies towards project marketing, branding and communications as required by the Authority.

3.1.5 Communication, Coordination & Stakeholder Management

The Consultant shall coordinate with all stakeholders for smooth project functioning, including:

- (i) Setting up an effective communication framework and defining SOPs for internal and external communication effectiveness.
- (ii) Serving as focal point for public information activities including media relations, managing publish program/external website and leading corporate communications (as directed by the Authority).
- (iii) Supporting the Authority management's public communication outreach strategies to raise the Authority's profile and position.

3.1.6 Bid Process Management

- (i) Post DPR completion, Transaction Advisor shall prepare Tender Documents (/RFP) and carry out bid process management to facilitate on boarding of concessionaire (PPP) This shall also include:
 - Market benchmarking, branding and assessment of private developers' investment profile
 - Generate and suggest possible bidding parameters
 - Implementation of Project Framework
 - Draft technical and financial eligibility criteria for selection of private sector developer.
- (ii) The consultant shall also provide transaction support for supplementary infrastructure w.r.t developer selection for Wayside Amenities, Toll Plazas, QRVs. & ITMS.
- (iii) Carry out process till issue of LOA, signing of concession agreement and achievement of financial closure.

3.1.7 Miscellaneous Activities

- (i) The Transaction Advisor will provide support to the Client in managing internal processes required for project approval by the Government of India/Other Authorities.
- (ii) The Transaction Advisor will provide support to the Client with preparation of project financial management arrangements including but not limited to filling up the financial management assessment questionnaire, documenting agreements, drafting Terms of Reference for FM Specialists to be hired, drafting ToRs for statutory and internal audit in consultation with the Bank and the Client, getting clearance on key arrangements, and drafting project accounting and financial management manuals as necessary.
- (iii) The Transaction Advisor will provide technical coordination among the various Package Consultants who are working on the feasibility and design studies, ensuring the methodologies, standard bidding documents, design standards and technical specifications and other technical parameters are consistent and harmonized. In order to facilitate

consistency in the designs by the Package Consultants, the Transaction Advisor will prepare guidance notes and other documents to be communicated to the Package Consultants on behalf of the Client.

- (iv) The Transaction Advisor will coordinate the work output produced by the Package Consultants for quality assurance purposes and will promptly advise the Client on any action required to improve the quality of the reports or to require a Package Consultants to redo any unacceptable work output under the terms of the contracts.
- (v) The Transaction Advisor will prepare monthly progress reports reflecting progress in project preparation, identifying potential issues and proposing remedies for the consideration of the Client. The Client may subsequently, direct the Transaction Advisor to take such remedial action on its behalf and report further on the results.
- (vi) The Transaction Advisor will manage the organization of workshops as required during project preparation. Workshop expenditures other than for the staff of the Transaction Advisor will be covered by the Client.
- (vii) The Transaction Advisor will manage the project preparation archives and will keep a record of various correspondences with date, subject and description to facilitate monitoring of progress in project preparation by the Client, as needed and agreed with the Client.
- (viii) Coordination with and compliance of the comments of BSRDCL, RCD and any other agency on various reports.
- (ix) Assist in land requisition plan under Section 11/19 of LA Act to get actual cost of LA, R&R & EMP.
- (x) In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto. The services to be rendered by the financial consultants are briefly explained hereunder:

3.2 Part-B: Construction Activities

3.2.1 Technical Advisory, Planning & Monitoring Support

The Consultant shall provide continuous support to the Authority in technical planning, execution monitoring and resolution of technical issues, including:

- (i) Advising the Authority on all technical matters pertaining to Project planning and progress including design, specifications, scope definition and constructability aspects.
- (ii) Supporting the Authority in analysis and recommendations for change in design, change in scope, variations and additional items, including documentation and justification.
- (iii) Supporting the Authority in coordination with IE and Concessionaires on all technical submissions such as drawings, design reports, technical proposals, method statements and schedules.
- (iv) Assisting the Authority in monitoring overall progress against baseline schedule, milestones and key deliverables, and suggesting corrective measures.
- (v) Reviewing field issues (site constraints, utility shifting, approvals, design constraints, ROW, environment/forest constraints, etc.) and supporting resolution through structured coordination.
- (vi) Supporting the Authority in works associated with roads/highways, toll notification, and supplementary components such as wayside amenities, ITMS and related systems.

- (vii) Supporting in coordination and compliance of comments from the Authority, State RCD and any other agencies on various reports and submissions.
- (viii) Supporting the Authority in conceptualization and finalization of project aesthetics and conveying the same to respective IE and Concessionaires.

3.2.2 Commercial Management, Costing & Budgetary Control

The Consultant shall assist the Authority in commercial review and cost oversight, including:

- (i) Advising the Authority on commercial matters pertaining to the project including cost estimates, item rates, BOQs, variation pricing and commercial implications of scope changes.
- (ii) Assisting the Authority in preparing monthly/yearly capital outflow requirements and projections.
- (iii) Assisting the Authority in tracking baseline budget and monitoring contingency usage with respect to cost deviation outputs.
- (iv) Supporting development of dashboards and project-wise cost summaries (planned vs actual), variations, pending approvals and financial exposure.
- (v) Supporting the Authority in financial model preparation if required, including scenarios for project funding structure and payment obligations (as applicable).

3.2.3 Contract Administration & Decision Support

The Consultant shall support the Authority in contract administration and decision support including:

- (i) Advising the Authority in all important decision-making pertaining to project planning and progress including design, costing, cash flow projections, contractual/legal/administrative issues and change in scope.
- (ii) Assisting the Authority in interpreting contract provisions and identifying obligations, timelines, conditions precedents and approval requirements.
- (iii) Supporting the Authority for contract-related internal approvals, notes, comparative statements and recommendations.
- (iv) Coordinating with Contractors, IEs, Lenders, LIEs and other consultants for all project matters
- (v) Coordinating project-related event management as and when required.

3.2.4 Document Control, Reporting & Knowledge Management

The Consultant shall establish robust systems for document control and reporting, including:

- (i) Setting up collaborative framework for technical document control and management.
- (ii) Assisting the Authority in implementation of policies/processes/procedures/systems for collection, storage, protection and dissemination of project documentation.
- (iii) Managing project report and document archives and maintaining records of correspondences with date, subject and description for monitoring and tracking progress.

- (iv) Preparation of project progress reports, issue trackers, action taken reports, MOMs and management dashboards as required.
- (v) Preparation of technical/commercial notes and presentations for review meetings at central/state ministry level, financial institutions and large group forums.
- (vi) Preparation of Power Point presentations as required.

3.2.5 Risk Management & Governance

The Consultant shall strengthen project governance and risk practices, including:

- (i) Reviewing and advising the Authority in overall governance and controls and preparation/adaptation of manuals or guidelines for various project stages.
- (ii) Advising the Authority to prepare a comprehensive risk management plan covering potential risks throughout the project duration.
- (iii) Supporting overall program analysis including economic and social benefit monitoring as well as monitoring environment and forest department compliances.
- (iv) Based on management vision, defining organizational and functional framework for project/program.

3.2.6 Contractual Correspondence, Claims, EOT, Disputes & Litigation Support

The Consultant shall support the Authority in all key contract communications and dispute matters including:

- (i) Review, finalization and final submission of letters/documents to the Authority based on draft correspondence prepared by IE for communication with Concessionaire for PPP/HAM projects.
- (ii) Preparation of draft replies to letters from Concessionaire/ IE on behalf of the Authority, as required.
- (iii) Review, finalization and submission of response to Extension of Time (EOT) proposals based on IE draft responses.
- (iv) Support in management of correspondence, disputes, arbitration and court cases.
- (v) Vet key communications to be issued by the Authority.
- (vi) Analyse arbitral awards and judgments in key Authority cases and advise suitable remedial measures on case-to-case basis

3.3 Scope not exhaustive

The Scope of Services specified in this Clause 3 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially, prepare the Revenue Model and successfully complete the bid process for the Project.

4. DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "Deliverables") during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar

consultancy work by way of best practices. 5 hard copies and soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the "Key Dates" or "KD"). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables.

Stage	Deliverable	Week no from the date of work order
1	Inception Report and methodology note covering commercial framework and project approach	2
2	Submission of Feasibility Report including cost estimates, traffic assessment, and revenue streams	6
3	Final Commercial Report including detailed financial analysis and revenue modeling	8
4	Project Implementation Strategy Report covering phasing, financing, and PPP structuring	10
5	Preparation of Model Concession Document	11
6	Finalization of Tender Documents	13
7	Approval from Competent Authorities (State and Central, as applicable)	28
8	Bid Process Management up to issuance of Letter of Award (LOA)	38
9	Signing of Concession Agreement	40
10	Achievement of Financial Closure	62
11	Fulfilment of Conditions Precedent by both parties	65

5. TIME AND PAYMENT SCHEDULE

5.1 The fee for the Assignment shall be structured in two components:

- (i) Development and Pre-Construction Fee (Professional Fees for Part-A)
- (ii) Construction Phase Fee (Professional Fees for Part-B)

The total fee shall be made in accordance with the milestones and conditions specified below.

5.1.1. Development & Pre-Construction Fee (Professional Fees for Part-A)

The Pre-Construction Fee shall be divided into two parts:

a. Deliverable-Based Fee (80% of Quoted Fee)

80% of the quoted fee shall be linked to specific deliverables and shall be payable upon submission and approval of the respective deliverables by the Authority.

b. Team Mobilization Fee (20% of Quoted Fee)

20% of the quoted fee shall be paid as a fixed monthly retainer for deployment of the Consultancy Team as specified in the RFP. This amount shall be:

- Paid in equal monthly instalments
- The monthly retainer fee shall be 1.33% of Quoted Fee (calculated as 20% fee over 15 months.)

The monthly retainer fee shall be paid till the announcement of Appointed Date.

5.1.2. Deliverable-Based Fee & Payment Milestones

Payments under the Deliverable-Based Fee shall be released as per the following milestones:

S. No.	Milestone / Deliverable	% of Quoted Fee
1	Inception Report and methodology note covering commercial framework and project approach	5%
2	Submission of Feasibility Report including cost estimates, traffic assessment, and revenue streams	5%
3	Final Commercial Report including detailed financial analysis and revenue modeling	5%
4	Project Implementation Strategy Report covering phasing, financing, and PPP structuring	5%
5	Preparation of Model Concession Document	10%
6	Finalization of Tender Documents	5%
7	Approval from Competent Authorities (State and Central, as applicable)	10%
8	Bid Process Management up to issuance of Letter of Award (LOA)	10%
9	Signing of Concession Agreement	10%
10	Achievement of Financial Closure	10%
11	Fulfilment of Conditions Precedent by both parties	5%
	Total	80%

Further, Fee shall be deemed to be separated for the projects under the Assignment in proportion to their respective lengths and shall be paid after successful meeting of the milestone. In case for any reason, any of the three projects does not progress beyond any payment milestone, the deliverable based fee for that project shall be eliminated after that milestone.

5.1.3. Construction Phase Fee

During the construction phase, the Consultant shall be paid a fee as follows:

- A monthly fee as finalized with the Selected Applicant during Contract Negotiations based on Professional Fees for Part-B shall be paid as per the actual input of the Project Support Team.
- Payable for the entire duration of the construction period .

5.1.4. Payment Conditions

- Monthly mobilization payments shall be subject to continued deployment of key personnel as per agreed staffing.
- Applicable taxes shall be paid as per prevailing laws.

Additional projects may be taken up with same payment terms both for Pre-Construction (Transaction Advisory) and Construction phase upon the approval of Competent Authority.

5.2 Success Fee

- 5.2.1 A Success Fee equal to **25% of Professional Fee for Part-A** quoted by the Consultant shall be recovered from Selected Developer(s) and paid to the Consultant.
- 5.2.2 The Success Fee shall be payable only if all the three projects are bid out successfully. However, in the event, only some of the three projects are successfully bid out, or one or more projects are split into more than one component for bidding out and one or more of them are not successfully bid out in the first attempt, Authority may allow re-bidding effort, with or without modifications in the terms & conditions set out for project development, to enable a successful bid out. In case of any further amendments/extensions in the project/assignment, the Success Fee for the extended project shall be paid in the same ratio as in case of the main project (i.e. equal to success fee payable on the project divided by the cost of the project multiplied by the cost of the extended project). In case only some of the projects are bid out completely, either as a whole or in form of a component or more, success fee shall be payable on pro-rata basis as per length of the project or components of the project which have been successfully bid out.
- 5.2.3 Success may be considered to have been achieved upon successful selection of Developer(s) for the project and issuance of Letter of Award to the selected Developer(s). The success fee shall be payable to the consultant as per following payment schedule with the approval of Authority:-
- i. On signing of Concession Agreement with Selected Developer(s): 50%
 - ii. After completion of assignment as per Deliverables & Time Frame mentioned in TOR: 50%

The decision of Authority in this regard will be final & binding.

6. MEETINGS

- 6.1 The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in New Delhi or at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the Selected Bidder. The expenses towards attending such meetings during the period of Consultancy Shall be borne by the Consultant.
- 6.2 The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavor basis and without unreasonable delay, provide such services at the offices of the Authority.

7. DELETED

8. REPORTING

- 8.1 The Consultant will work closely with the Authority and its PPP Cell. The Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

- 8.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 8.3 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 8.4 Regular communication with the Authority and its PPP Cell is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 8.5 The Deliverables will be submitted as per schedule provided in this RFP.

9. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

The Authority shall facilitate:

The Consultant is procuring the various data from any state/central Govt. organization on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

10. COMPLETION OF SERVICES

All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of [2(two) year] from the Effective Date, unless extended by mutual consent of the Authority and the Applicant.

SCHEDULE-2
(See Clause 2.1.3)

**AGREEMENT
WITH
TRANSACTION ADVISOR
FOR**

Viswamitra Path (Buxar – Ara – Maner Ganga Path- 90 Km), Ganga-Ambika Path (Bidupur – Dighwara Northern Ganga Path- 56 Km) and Narayani Path (Darihara (Konhaua) – Dumaria Ghat (Gopalganj) Path- 73.51 Km)

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 - 7.2 Liquidated Damages
 - 7.3 Penalty for deficiency in services
- 8. Fairness and Good Faith**
 - 8.1 Good Faith
 - 8.2 Operation of the Agreement
- 9. Settlement of Disputes**
 - 9.1 Amicable settlement
 - 9.2 Dispute resolution
 - 9.3 Conciliation
- 9.4 Arbitration

ANNEXES

- Annex 1: Terms of Reference
- Annex 2: Deployment of Key Personnel
- Annex 3: Estimate of Personnel Costs
- Annex 4: Approved Sub-consultant(s)
- Annex 5: Cost of Services
- Annex 6: Payment Schedule
- Annex 7: Bank Guarantee for Performance Security

**AGREEMENT WITH
TRANSACTION ADVISER**

for

**Viswamitra Path (Buxar – Ara – Maner Ganga Path- 90 Km), Ganga-Ambika Path
(Bidupur – Dighwara Northern Ganga Path- 56 Km) and Narayani Path (Darihara
(Konhaua) – Dumaria Ghat (Gopalganj) Path- 73.51 Km)**

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of the month of 2***.

BETWEEN

1. The Bihar State Road Development Corporation Limited having it's registered office at RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna – 800 014 (hereinafter called the “Authority”) acting through Chief General Manager, which expression shall, unless repugnant to the context or meaning thereof, includes it administrators, successors and assigns, of One Part;

AND

2. a company incorporated under the provisions of the companies Act, 1956 and having it's registered office at (hereinafter called the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, includes it successors and permitted assigns and substitutes) of the Other Part.

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Transaction Advisor (hereinafter called the “Project Development Consultant”) for [Project name] (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 6.1.3;

- (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 Bihar;
- (k) "INR, Re. or Rs." means Indian Rupees;
- (l) "Member", in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "RFP" means the Request for Proposal/Request for Qualification document in response to which the Consultant's proposal for providing Services was accepted;
- (q) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) "Sub-Consultant" means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-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 part 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
- (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.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Patna shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 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 language.

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 facsimile or 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 ***** may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile or 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 [Delhi] it may send such notice by facsimile or 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 facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- 1.8.2 The Authority may require the Financial Expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized 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.
- 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:

Chief General Manager

Bihar State Road Development Corporation Limited
RCD Central Mechanical Workshop Campus, Near Patna Airport
Sheikhpura, Patna-800014
Tel:-0612-2226711
Fax:-0612-2226712

- 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: *****

Fax: *****

E-mail: *****

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 (except GST) and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

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").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [15 (fifteen) months] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 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.

2.5.2 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.

2.6 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 4.2.2 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 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 Sub-Consultant 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.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far 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.

2.7.3 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 fulfill 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.

2.7.4 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.

2.7.5 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.

2.7.6 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.

2.8 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 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) 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 2.9.1, terminate this Agreement if:

- (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 2.8 hereinabove, within 15 (fifteen) 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.

2.9.2 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 2.9.2, 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.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 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 survives 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 3.5, 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 Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 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 2.9.1 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.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 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 Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

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 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated

with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 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.

3.2.4 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.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and 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*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 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.

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

- (a) **"corrupt practice"** means 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, its Sub-Consultants 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, its Sub-Consultants 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, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (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, its Sub-Consultants 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 its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants 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 in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on

behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 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 accounting principles and standards such as Indian Accounting Standards, GAAP, etc 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.

3.6 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 for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting obligations

3.7.1 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.

3.7.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority, in the format set out in Annex-8 hereto. Such time reports shall be submitted on the 15 and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 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.

3.8.2 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, its Sub Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 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 unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

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 materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorized 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.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

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 Deployment of Personnel

4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

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

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-09) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by 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 will not consider any substitution of Key Personnel/Expert except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to only Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Consultant should specifically note that substitution of any Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Experts must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Financial Expert

The person designated as the Financial Expert of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub

Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

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, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub Consultants 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.

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 the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value (for Part-A: Development and Pre-Construction Activities) specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the 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 the Consultant, shall be borne by the Authority.

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

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 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..... (Rs.....).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 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 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 INR.

6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, and Clauses 4 & 5 of the TOR, and the rates specified in Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Provided, however, that for the Deliverables specified in Clause 5 of the TOR, payment shall be due and payable by the Authority; and
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (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) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for

reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "**Performance Security**"), and the Consultant shall be required to furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement. The Bank Guarantee should be executed by a State Bank of India and its subsidiaries / Nationalized Banks in India.

7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, Performance Security is 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 three months after the expiry of this Agreement pursuant to Clause 2.4 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.

7.1.3 Deleted.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

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 realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize 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 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

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 **Managing Director of Authority and the Managing Partner/ Chairman of the Board of Directors of the Consultant** 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 of such dispute by either party to Bihar Arbitral Tribunal constituted under and in accordance with Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008 [under the Rules and procedure set out therein], as amended from time to time. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. The venue of such arbitration shall be Patna.

9.4.2 Deleted.

9.4.3 Deleted.

9.4.4 Deleted.

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.

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]

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

[Signature]

[Name]

[Designation]

[Address]

1. In Presence of

2. In Presence of

Annex-1
Terms of Reference
(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2
Deployment of Key Personnel
(Refer Clause 4.2)

(Reproduce as per Form-6 of Appendix-I)

Annex-3
Estimate of Personnel Costs
(Refer Clause 4.2)

(Deleted)

Annex-4
Approved Sub-Consultant(s)
(Refer Clause 4.7)

(Deleted)

Annex-5
Cost of Services
(Refer Clause 6.1)

(Reproduce as per Form-1 of Appendix-II)

Annex-6

Payment Schedule³
(Refer Clause 6.3)

(As per Cl. 5 of TOR)

³The Payment Schedule should be in conformity with the Schedule provided in the TOR at Schedule-I.

Annex- 7

Bank Guarantee for Performance Security
(Refer Clause 7.1.3)

To

Chief General Manager
Bihar State Road Development Corporation Limited
RCD Central Mechanical Workshop Campus,
Near Patna Airport
Sheikhpura, Patna-800014
Tel:-0612-2226711
Fax:-0612-2226712

In consideration of The **Bihar State Road Development Corporation Limited** having it's registered office at RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna – 800 014 (hereinafter called the "**Authority**") acting through Chief General Manager, which expression shall, unless repugnant to the context or meaning thereof, includes it administrators, successors and assigns, having awarded to M/s, 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 dated valued at Rs. (Rupees), (hereinafter referred to as the "**Agreement**") a consultancy services for [...project name...], 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 Bank) 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 taken 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 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 date falling 180 days after the Bid Due Date specified in the / RFP for the Project)].

The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of BSRDCL, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNRB0002518

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

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.

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.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (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.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL
Form-1

Letter of Proposal
(On Applicant's letter head)

[Date & Reference]

To,

Sub: Appointment of Project Development Consultant for Transaction Advisory Services for

.....

Dear Sir,

With reference to your RFP document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Transaction Services (the "Consultant") for [.....project name.....]. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We 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 will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. 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.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the BDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Financial Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, 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 or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

Signature

Signature

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy :	
1.2	Title of Project:	
1.3	State whether applying as Sole Firm or Lead Member of a consortium:	
	Sole Firm or	
	Lead Member of a consortium	
1.4	State the following:	
	Name of Firm:	
	Legal status (e.g. sole proprietorship or partnership):	
	Country of incorporation:	
	Registered address:	
	Year of Incorporation:	
	Year of commencement of business:	
	Principal place of business:	
	Name, designation, address and phone numbers of authorised signatory of the Applicant:	
	Name:	
	Designation:	
	Company:	
	Address:	
	Phone No.:	
	Fax No. :	

	E-mail address:	
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:	
	(i) Name of Firm:	
	(ii) Legal Status and country of incorporation	
	(iii) Registered address and principal place of business.	
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:	
	(i) In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India.	Yes / No
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes / No
	(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?	Yes/No
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
	(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/ insolvency in the last five years?	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.	
1.7	(Signature, name and designation of the authorised signatory)	
	For and on behalf of	

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 Consultant for Transaction Services: [.....project name].

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium 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

*Please strike out whichever is not applicable

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 authorize Mr./ Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Financial and Transaction Services for

1. Name of Project

proposed to be developed by the Bihar State Road Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

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

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.

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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant*(Refer Cl. 2.2.2 (B), Cl. 3.1.4.1.1)*

Sl. No.	Financial Year	Annual Average Turnover (in INR) ⁴	Net Worth (in INR)	Net Profit After Tax (in INR)
1.	2022-23			
2.	2023-24			
3.	2024-25			

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Date :

(Signature, name and designation of the Authorized Signatory)

⁴ 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.

APPENDIX – I

Form-6 (Refer Cl. 3.1.4.1.2)

Particulars of Key Professionals

DELETED

APPENDIX-I

Form-7

Abstract of Eligible Assignments (for Roads, Bridges and Highways) of the Applicant#
(Refer Clause 3.1.4.1 and 3.1.4.2)

Sl. No.	Name of Project with Date of Completion /COD	Name of Client	Project/Package Value (in Rs. Crore)	Project/Package length (in km)	Professional Fee received by the Applicant (in Rs. Crore) ##	Brief of duties performed including approval from PPPAC and drafting of MCA
(1)	(2)	(3)	(4)	(5)	(6)	

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

In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

Certificate from the Statutory Auditor⁵

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):

⁵ 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.

Note:

- (i) Completed /Substantially Completed (90% or more) Projects (within the last 7 years from the BDD, as a Sole consultant) supported by certificate from Principal Employer shall be mandatory for claiming project experience. The Principal Employer shall be a government entity (Union Govt./State Govt./Public Sector Undertaking/Statutory Body/Public Authority). Certificate from Principal Employer shall clearly indicate the nature/scope of work, place of work, actual date of completion, actual completion cost, source of funding
- (ii) The experience of a firm for a private concessionaire/contractor shall not be considered.
- (iii) The Project Cost, or Project/Package Value shall be updated @ 5% yearly up to the last date of submission of bid. The updated Project Cost shall be considered for evaluation. The Project Cost shall be inclusive of all taxes.
- (iv) For conversion of foreign currency to Indian Rupees, the RBI Reference Rate as on the date 28 days before the last date of submission of bid shall be applicable.

APPENDIX-I

Form-7A

(Refer Cl. 3.1.4.4)

Methodology and Work Plan

The Methodology and Work Plan shall clearly describe the proposed approach for carrying out the assignment, including sequencing of activities, timelines, resource deployment, coordination mechanisms, and quality assurance measures. The submission should demonstrate adequacy, practicality, and alignment of the proposed work plan with the project requirements and deliverable schedule.

APPENDIX-I
Form-7B
(Refer Cl. 3.1.4.4)
Presentation/Technical Approach Paper

The Presentation/Technical Approach Paper shall demonstrate the Consultant's understanding of the project and proposed methodology for feasibility studies, PPP structuring, bid process management, risk assessment, stakeholder coordination, and project implementation. The paper should also indicate team deployment, timelines, quality assurance measures, and value additions proposed for successful execution of the project.

APPENDIX-I
Form-8

Eligible Assignments of Applicant[#]
(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in kms or other particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant as professional fees (in Rs. crore) ^{##}	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Use separate sheet for each Eligible Assignment.

In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-8A

Other relevant assignment of Applicant

DELETED

 



APPENDIX-I
Form-9
(Refer Clause 3.1.4.3)

Curriculum Vitae (CV) of Key Personnel, Support Personnel and PSU Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
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 with Duration, Mode of Execution (EPC/FIDIC/PPP etc.) and Input Period of the Personnel	Description of responsibilities
---	---------------------------------

Certification:

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

Place.....

(Signature and name of the Professional Personnel)

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

Notes:

1. Use separate form for each personnel.
2. Not more than 10 Projects shall be submitted under Sl. 7. Only the first 10 projects shall be considered for evaluation.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-10A

Proposal for Sub-Consultant(s)

DELETED

APPENDIX-I

Form-10B

Bank Guarantee Format for Bid Security/EMD

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. _____, dated _____

Bank Guarantee:

Date:

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the Tender No. _____, dated _____, -----Project Name ----- (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Chief General Manager, Bihar State Road Development Corporation Ltd., RCD Mechanical Workshop Campus, Near Patna Air Port, Sheikhpura, Patna, Bihar 800014 (hereinafter called "the Employer") in the sum of Rs. 10,00,000 (Rupees Ten Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any); or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Contract Agreement with the Employer in accordance with provisions of RFP document; or
 - b. fails or refuses to furnish the Performance Security, in accordance with provisions of RFP document,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after Bid Validity period of 120 (one hundred and twenty) days after the deadline for submission of bids as such deadline is stated in the RFP documents, or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

This guarantee shall also be operatable and payable at ourPatna Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension / renewal / encashment thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of BSRDCL, details of which are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNRB0002518

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

APPENDIX-II
FINANCIAL PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To,
Chief General Manager
Bihar State Road Development Corporation Limited
RCD Central Mechanical Workshop Campus, Near Patna Airport
Sheikhpura, Patna-800014

Dear Sir,

Subject: Appointment of Consultant for Transaction Advisory Services for [Project Name]

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

Part-A: for Transaction Advisory Services during Development and Pre-Construction Activities under-

Sl. No.	Project Name	Professional Fees (in INR) for Part-A	
		(In Figures)	(In Words)
1.			

Part-B: as Project Support Unit during Construction Activities as under-

Project Name:			
Sl. No.	PSU Personnel	Professional Fees per month (in INR) for Part-B	
		(In Figures)	(In Words)
1.	Team Leader-cum-Sr. Contract Specialist		
2.	Sector Expert		
3.	Techno-legal Expert		
4.	Highway-cum-CAD Engineer		
5.	Bridge Engineer		

6.	Quantity Surveyor		
7.	MIS Expert		
Total			

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: All Fees are including GST and all other taxes.

The Financial Proposal is to be submitted strictly as per RFP Document.